

## **DECISION**

**Dispute Codes**      CNC, OPR, OPC, MNR, MNSD, FF, O

### **Introduction**

This hearing dealt with applications from the landlords and the tenants pursuant to the *Residential Tenancy Act* (the *Act*). The tenants applied for cancellation of the landlords' 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 47 and for other reasons as outlined in their application for dispute resolution. The landlords applied for:

- an Order of Possession for cause pursuant to section 55;
- an Order of Possession for unpaid rent pursuant to section 55;
- a monetary order for unpaid rent pursuant to section 67;
- authorization to retain all or a portion of the tenants' security deposit in partial satisfaction of the monetary order requested pursuant to section 38; and
- authorization to recover their filing fee for this application from the tenants pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present evidence and to make submissions. The tenants confirmed that the female landlord handed them the 1 Month Notice on August 28, 2011 and the 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) on September 2, 2011. The tenants confirmed that they received a copy of the landlords' amended dispute resolution hearing package on September 8, 2011. The female landlord (the landlord) confirmed that the tenants handed her a copy of their dispute resolution hearing package on August 30, 2011. I am satisfied that these documents and written evidence was served to one another in accordance with the *Act*.

At the commencement of the hearing, the parties agreed that the tenants vacated the rental unit by September 11, 2011. As such, the female tenant agreed that there was no need to proceed with the tenants' application to cancel the landlord's 1 Month Notice. The landlord said that she gained access to the rental unit shortly after the tenants vacated the rental unit and that she has changed the locks to the rental unit. The landlord said that she no longer requires a cancellation of the tenancy or an Order of Possession as the tenancy has ended.

### **Issues(s) to be Decided**

Are the landlords entitled to a monetary award for unpaid rent owing for September 2011? Are the landlords entitled to retain all or a portion of the tenants' security deposit in partial satisfaction of the monetary award requested? Are the landlords entitled to recover their filing fee for this application from the tenants?

### Background and Evidence

This periodic tenancy commenced on March 29, 2010. Monthly rent was set at \$835 by the end of this tenancy, including a monthly payment of \$35.00 for television. The parties agreed that two residential tenancy agreements were prepared and signed for this tenancy, although the details of the two agreements were fundamentally the same. The parties agreed that rent was due on the first of each month, as per one of these agreements. The landlords continue to hold the tenants' \$400.00 security deposit paid on March 27, 2010.

### Analysis

Pursuant to section 63 of the *Act*, the dispute resolution officer may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order. During the hearing the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute. The parties agreed to resolve their applications for dispute resolution on the following terms:

1. The parties agreed that this tenancy ended on September 11, 2011 and that no Order of Possession is necessary.
2. The parties agreed that the landlords will retain all of the tenants' security deposit.
3. The landlords agreed to withdraw their application for a monetary award for unpaid rent owed by the tenants for September 2011.
4. The landlords agreed that they will not pursue an application for damage arising out of this tenancy.
5. The tenants agreed that all of their remaining personal possessions at the rental property are of no value. The landlords agreed to dispose of the tenants' remaining personal possessions at the rental property at the landlords' expense.
6. The parties agreed that this agreement provides a final resolution of all issues between them arising out of this tenancy.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties.

### Conclusion

As per the terms of the settlement agreement reached between the parties, I find that this tenancy ended on September 11, 2011. In order to give effect to the terms of the agreement reached between the parties, I authorize the landlords to keep all of the tenants' security deposit.

The parties bear their respective costs for filing their applications for dispute resolution.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.