



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNSD and FF

Introduction

This application was brought by the landlords seeking a Monetary Order and/or authorization to retain the tenants' security deposit after the tenants breached a consent agreement to pay one-half month's rent made during a hearing on January 19, 2012.

Issue(s) to be Decided

This matter requires a decision on whether the landlord is entitled to authorization to retain the security deposit in set off against the unpaid rent.

Background and Evidence

This tenancy began on August 1, 2011. Rent was \$950 per month and the landlords hold a security deposit of \$475 paid at the beginning of the tenancy.

The hearing of January 19, 2012, convened on applications by both parties, concluded with a settlement agreement between the parties that the tenancy would end on February 15, 2012 supported by an Order of Possession, and that the tenants agreed to pay \$475 for the one-half month's rent.

During the present hearing, the parties gave evidence that the tenants had vacated on February 3, 2012.

The tenants stated the landlords had expressed the wish that they vacate as soon as possible, and that having done so, they should be responsible only for per diem rent for the first three days of February 2012. They stated that the landlords continued to encroach on their quiet enjoyment of the rental unit following the hearing, leading them to call police on two occasions.

The landlord denies having acting unreasonably toward the tenants and asks that the tenants cover the rent for the first two weeks of February as they agreed to do in the agreement recorded in the Dispute Resolution Officer's decision dated January 20, 2012.

Analysis

A consent agreement is as binding as an arbitrary decision resulting from a hearing and, having arrived at an end of tenancy date, supported by an Order of Possession, with the agreement to pay rent for the period, neither party can unilaterally withdraw from that agreement.

The settlement recorded in the decision issued January 20, 2012 states, in part:

"The tenancy will end on February 15, 2012 and the tenants will pay \$475.00 in rent for the period from February 1-15."

I find that the tenants did not pay the rent as promised and that the landlords are entitled to recover the \$475.00.

As the amount is the same as that of the security deposit, as authorized by section 72(2)(b) of the *Act*, I hereby order that the landlord retain the security deposit in satisfaction of the unpaid rent for the first two weeks of February 2012.

As I find the landlord contributed to the ongoing disharmony between the parties, I find that he should remain responsible for the filing fee for this proceeding.

Conclusion

The landlord is authorized to retain the tenants' \$475 security deposit in set off against unpaid rent for the period from February 1 to February 15, 2012 as the agreed to do in the settlement agreement recorded in the decision of February 20, 2012.

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*.

Dated: April 11, 2012.

Residential Tenancy Branch