



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

Dispute Codes      OPR MNR MNSD FF

## Introduction

This hearing dealt with an Application for Dispute Resolution under the *Residential Tenancy Act* (the “Act”) by the landlord for an order of possession for unpaid rent or utilities; a monetary order for unpaid rent or utilities and to keep all or part of a pet damage deposit or security deposit; and to recover the filing fee.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

## Issue(s) to be Decided

- Should the landlord receive an order of possession?
- Should the landlord receive a monetary order?
- Should the landlord keep all or part of a pet damage deposit or security deposit?
- Should the landlord recover the filing fee?

## Background and Evidence

The tenancy agreement was signed on March 17, 2010 by the tenants and began on April 1, 2010. Both parties agree that the monthly rent of \$740.00 was due on the first day of each month. As part of the tenancy agreement, the tenant paid the landlord a security deposit of \$362.50 at the start of the tenancy.

Based on the testimony of both parties, I find that the tenant was served with the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the “Notice”) on May 5, 2012, by personal service. The effective date on the Notice is May 15, 2012. The Notice informed the tenant that the Notice would be cancelled if the rent was paid within five days. The tenant did not dispute the Notice within 5 days pursuant to the Act.

Both parties agree that a total of \$865.00 in unpaid rent remains outstanding, consisting of \$125.00 owing from May 2012 rent and prior, and \$740.00 owing for June 2012 rent.

## Settlement Agreement

Section 63 of the *Act*, states:

**Opportunity to settle dispute**

**63** (1) The director may assist the parties, or offer the parties an opportunity, to settle their dispute.

(2) If the parties settle their dispute during dispute resolution proceedings, the director may record the settlement in the form of a decision or an order.

During the hearing, a mutual agreement between the landlord and the tenants was reached. The agreement is that the tenancy will end on **June 15, 2012 at 1:00 p.m.** In addition, both parties agree to the following amount owing to the landlord:

Rent owing from May 2012 and prior	\$125.00
Rent owing from June 2012	\$740.00
<b>TOTAL</b>	<b>\$865.00</b>

Conclusion

Based on the mutual agreement of the parties, I find that the landlord is entitled to an order of possession effective **June 15, 2012 at 1:00 p.m.** This order may be filed in the Supreme Court and enforced as an order of that court.

I find that the landlord has established a total monetary claim of \$915.00 comprised of \$865.00 in rent owed and the \$50.00 fee paid by the landlord for this application. I order that the landlord retain the deposit and interest of \$362.50 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Act* for the balance due of **\$552.50**. This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

This decision is final and binding on the parties, unless otherwise provided under the *Act*, and 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: June 5, 2012

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Residential Tenancy Branch