



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes Tenant CNR, MNDC, MNSD, RR, FF
 Landlord OPR, MNR, MNSD, FF

Introduction

This hearing dealt with cross applications for Dispute Resolution filed by both the Landlords and the Tenants.

The Landlords filed seeking an Order of Possession, a monetary order for compensation for unpaid rent, to retain the Tenants' security deposit and to recover the filing fee for this proceeding.

The Tenants filed seeking an Order to cancel the Notice to End the tenancy for Unpaid Rent, for compensation for loss or damage under the Act, regulations or the tenancy agreement, the return of their security and pet deposits, a rent reduction and to recover the filing fee.

At the start of the conference call both the Tenant and the Landlord agreed that the unpaid rent was paid by the Landlords' accepting the Tenants offer to use the security deposit of \$350.00 and the pet deposit of \$350.00 to pay the unpaid rent for August, 2012 of \$700.00. Further the Tenant said that they had moved out of the rental unit on August 31, 2012. Consequently the Landlords have possession of the rental unit and the Landlords said there is no unpaid rent. The Landlord said they are satisfied and the Landlords withdrew their application. The Tenant said she has agreed to give the security and pet deposit to pay the unpaid rent and she has moved out so there is no reason to continue with the requests in her application to cancel the Notice to End Tenancy, for the rent reduction or to recover the pet or security deposit. The Tenant did say she would like to make a claim for the living conditions that she had to endure while living in the rental unit, but the Tenants' application does not indicate an amount of the loss or damage claim and there is no reference to a loss or damage claim in the area provided on the application for Details of the Dispute. I find that the Tenant did not apply for a monetary claim in this application and I dismiss her request to amend the application to include a monetary claim for loss or damage, because the Landlords have not had time to prepare a defense for a monetary claim for loss or damage. The Tenants can reapply for any further claims that they may have on the Landlords that are not included in this application.



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Further as the parties have resolved the unpaid rent issue and the tenancy has ended, I find that both parties will bear their costs of the filing fee of \$50.00 that they have already paid.

Conclusion

The Landlords withdraw their application.

The Tenants application is dismissed without leave to reapply as the Tenants claims are satisfied by the agreement the Tenants made with the Landlords to pay the unpaid rent with the security and pet deposit and to end the tenancy on August 31, 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*.

Residential Tenancy Branch