



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes Landlord: OPR, MNR, FF
Tenant: CNC

Introduction

This matter dealt with an application by the Landlord for an Order of Possession and a Monetary Order for unpaid rent as well as to recover the filing fee for this proceeding. The Tenant applied to cancel a One Month Notice to End Tenancy for Cause.

Issue(s) to be Decided

1. Does the Landlord have grounds to end the tenancy?
2. Are there rent arrears and if so, how much?

Background and Evidence

This month-to-month tenancy started on July 1, 2012 and ended on or about October 4, 2012 when the Tenant gave the Landlord written notice that he had vacated the rental property. Rent was \$1,200.00 per month payable in advance on the 1st day of each month. The Tenant paid a security deposit of \$600.00 at the beginning of the tenancy.

The Parties agree that the Tenant has rent arrears of \$800.00 for September 2012. The Parties also agree that one of the Tenant's roommates entered into a new tenancy agreement with the Landlord effective October 1, 2012 and that she agreed to pay the rent for October 2012. During the hearing, the Parties agreed to settle this matter.

Analysis

As the tenancy has ended, the Tenant's application to cancel a One Month Notice to End Tenancy for Cause is dismissed without leave to reapply and the Landlord's application for an Order of Possession is dismissed without leave to reapply.

Section 63(2) of the Act says that "if the parties settle their dispute during dispute resolution proceedings, the director may record the settlement in the form of a decision or order" which is enforceable as a decision or order of the Director.

I find that the Parties have agreed to settle their dispute as follows:

1. The Landlord will keep the Tenant's security deposit of \$600.00 in full and final satisfaction of any and all claims he has or may have arising out of the tenancy; and
2. In consideration for the Landlord's agreement to limit his claims to the amount of the security deposit, the Tenant agrees that he will not pursue any claims against the Landlord that he now has or may have arising out of the tenancy.

Conclusion

The Tenant's application to cancel a One Month Notice to End Tenancy for Cause is dismissed without leave to reapply and the Landlord's application for an Order of Possession is dismissed without leave to reapply.

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: October 17, 2012.

Residential Tenancy Branch