



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNR, OPR, MNR, MNSD, MNDC, FF

### Introduction

This hearing dealt with cross applications. The tenant applied for cancellation of a 10 Day Notice to End Tenancy for Unpaid Rent. The landlord applied for an Order of Possession for unpaid rent; a Monetary Order for unpaid rent and loss of rent; and, authorization to retain the security deposit. Both parties appeared or were represented at the hearing and were provided the opportunity to make relevant submissions, in writing and orally pursuant to the Rules of Procedure, and to respond to the submissions of the other party.

During the hearing the parties reached a mutual agreement to resolve their dispute.

### Issue(s) to be Decided

What are the terms of the mutual agreement?

### Background and Evidence

It was undisputed that the landlord is holding a \$425.00 security deposit and the tenant has not paid rent for the months of November 2012 or December 2012. Nor was it undisputed that the landlord posted a 10 Day Notice to End Tenancy for Unpaid Rent on the tenant's door on November 4, 2012 indicating rent of \$875.00 was outstanding. It was also undisputed that the electricity to the unit has been terminated by Fortis but that the tenant's personal possessions remain in the rental unit.

During the hearing the parties mutually agreed to the following:

1. The tenant will return vacant possession of the rental unit to the landlord no later than December 17, 2012.
2. The tenant will make reasonable efforts to leave the rental unit reasonably clean.
3. The landlord shall retain the tenant's security deposit in satisfaction of the unpaid rent and/or loss of rent for the months of November and December 2012.

Analysis

Pursuant to section 63 of the Act, I have the authority to assist parties in reaching a settlement agreement during the hearing and to record a settlement agreement in the form of a decision or order.

I have recorded the terms mutually agreed upon by the parties during the hearing in this decision and make the terms binding upon both parties. Pursuant to the terms mutually agreed upon I authorize the landlord to retain the tenant's security deposit and I provide the landlord with an Order of Possession with an effective date of December 17, 2012 to serve and enforce if necessary.

Conclusion

These disputes were resolved by mutual agreement. The landlord has been authorized to retain the security deposit in satisfaction of unpaid rent and/or loss of rent for the months of November and December 2012. The tenant is required to return vacant possession of the rental unit to the landlord no later than December 17, 2012. The landlord has been provided an Order of Possession effective December 17, 2012 to serve and enforce if necessary.

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: December 11, 2012.

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Residential Tenancy Branch