



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNDC, OLC, FF

Introduction

This hearing was scheduled in response to the tenants' application for a monetary order as compensation for damage or loss under the Act, Regulation or tenancy agreement / an order instructing the landlord to comply with the Act, Regulation or tenancy agreement / and recovery of the filing fee.

Both parties attended and gave affirmed testimony.

Issue(s) to be Decided

Whether the tenants are entitled to any of the above under the Act, Regulation or tenancy agreement.

Background and Evidence

The unit (a "small bedroom") which is the subject of this dispute is located within a larger unit. The landlord is himself a renter who lives within the same larger unit. The landlord is not the owner of the larger unit.

Pursuant to a written tenancy agreement, the 3 month fixed term of tenancy is from May 1, 2013 to July 31, 2013. Monthly rent is \$700.00, and a security deposit of \$350.00 was required. The dates of related payments are as follows:

\$350.00: security deposit collected on April 28, 2013

\$700.00: May's rent paid on May 1, 2013

\$700.00: July's rent (final month) paid in advance on May 1, 2013

Arising from what was allegedly the landlord's failure to pay all rent due on May 1, 2013, he himself was served with a 10 day notice to end tenancy for unpaid rent dated May 17, 2013. A copy of the notice was submitted in evidence. Subsequently, the landlord filed an application for dispute resolution, and the landlord testified that a hearing is scheduled for later today in response to his application.

During the hearing the parties agreed that the tenants themselves were not served with a 10 day notice to end tenancy for unpaid rent. The parties also agreed that the tenants vacated the unit and their particular tenancy effectively ended on May 31, 2013. The tenants provided their new address during the hearing. As well, the parties agreed that the tenants still have possession of a key to the building, in addition to a key to the unit itself. Finally, during the hearing the parties undertook to resolve the dispute.

Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: www.rto.gov.bc.ca

Section 63 of the Act speaks to the **Opportunity to settle dispute**. Pursuant to this provision, during the hearing the parties achieved a settlement of the dispute. Specifically, it was agreed as follows:

RECORD OF SETTLEMENT

- that the landlord will reimburse the tenants in the full amount of **\$1,100.00**, and that a **monetary order** will be issued in favour of the tenants to that effect;

- that the above amount is comprised as follows:

\$350.00: *security deposit collected from tenants*
\$700.00: *rent paid by tenants in advance for July*
\$50.00: *filing fee paid by tenants*

- that the tenants will return to the landlord the 2 keys still in their possession.

While the parties achieved a settlement of the dispute, during the hearing they were unable to agree on particulars related to the method / timing of payment, or the method / timing for return of the 2 keys. Those particulars will therefore be required to be resolved between the parties outside of this hearing.

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the tenants in the amount of **\$1,100.00**. Should it be necessary, this order may be filed in the Small Claims Court and enforced as an order of that Court.

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: June 05, 2013

Residential Tenancy Branch

