

DECISION

Dispute Codes:

OPR, CNR, MT, RR, MNR, MNSD, MNDC, FF

Introduction:

This hearing was convened in response to cross applications.

On August 15, 2013 the Landlord filed an Application for Dispute Resolution, in which the Landlord applied for an Order of Possession for Unpaid Rent, a monetary Order for unpaid rent, a monetary Order for money owed or compensation for damage or loss; to retain all or part of the security deposit, and to recover the fee for filing an Application for Dispute Resolution.

On July 22, 2013 the Tenant filed an Application for Dispute Resolution, in which the Tenant applied to set aside a Notice to End Tenancy for Unpaid Rent, for more time to apply to set aside a Notice to End Tenancy; for a monetary Order for money owed or compensation for damage or loss; and for authorization to reduce the rent.

The Landlord and the male Tenant were represented at the hearing. The Landlord stated that copies of the Application for Dispute Resolution and Notice of Hearing were sent to both Tenants at the rental unit, via registered mail. The male Tenant acknowledged that he and the co-tenant received these documents by mail. I therefore find that these documents have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*, however the female Tenant did not appear at the hearing.

Issue(s) to be Decided:

Is the Landlord entitled to an Order of Possession or should the Notice to End Tenancy be set aside?

Is the Landlord entitled to a monetary Order for unpaid rent/lost revenue?

Is the Tenant entitled to a monetary Order for work performed at the rental unit?

Is the Landlord entitled to retain the security deposit in partial satisfaction of the overdue rent?

Background and Evidence:

During the hearing the Landlord and the Tenant agreed to resolve all issues currently in dispute under the following terms:

- The Tenant will pay \$4,810.00 to the Landlord in compensation of unpaid rent for the period ending August 31, 2013
- The Landlord will be granted a monetary Order in the amount of \$4,810.00 in full satisfaction of the unpaid rent
- The Tenant will vacate the rental unit by 1:00 p.m. on August 31, 2013
- The Landlord will be granted an Order of Possession that is effective on August 31, 2013.

Analysis

The issues in dispute at this hearing have settled by the parties under the aforementioned terms.

As the parties did not discuss the disposition of the security deposit as part of their settlement agreement, the Landlord has the option of applying the security deposit to any amount of the \$4,810.00 that remains unpaid at the end of the tenancy, in accordance with section 38(2) of the *Act*. If the Landlord does not elect to apply the security deposit to the \$4,810.00 debt, the Landlord must either return the deposit; file an Application for Dispute Resolution seeking to retain the deposit; or obtain written authorization from the Tenant to keep all or part of the deposit, in accordance with section 38 of the *Act*.

Conclusion

On the basis of the settlement agreement, I grant the Landlord an Order of Possession that is effective at 1:00 p.m. on August 31, 2013. This Order may be served on the Tenant, filed with the Supreme Court of British Columbia, and enforced as an Order of that Court.

On the basis of the settlement agreement, I grant the Landlord a monetary Order in the amount of \$4,810.00. In the event that the Tenant does not comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia 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: August 27, 2013

Residential Tenancy Branch