



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Onni Taylor Way Properties Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: OPB, MNR, MNDC, MNSD, FF

Introduction

This hearing was scheduled in response to the landlord's application for an order of possession / a monetary order as compensation for unpaid rent / compensation for damage or loss under the Act, Regulation or tenancy agreement / retention of the security deposit / and recovery of the filing fee. Both parties attended and / or were represented and gave affirmed testimony.

Issue(s) to be Decided

Whether the landlord is entitled to any of the above under the Act, Regulation or tenancy agreement.

Background and Evidence

Pursuant to a written tenancy agreement, the tenancy began on September 1, 2011. Monthly rent of \$2,100.00 is due and payable in advance on the first day of each month, and a security deposit of \$1,050.00 was collected.

By letter dated May 8, 2013, the tenant gave notice to end tenancy effective August 31, 2013. However, the tenant continues to reside in the unit and rent has not presently been paid for September.

During the hearing the parties undertook to resolve their 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**, and provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion led to a resolution and it was specifically agreed as follows:

RECORD OF SETTLEMENT

- that the tenant will vacate the unit by not later than **Monday, September 30, 2013**, and that an **order of possession** will be issued in favour of the landlord to that effect;
- that the tenant will pay September's rent tomorrow, **September 11, 2013**, in the full amount of **\$2,100.00**, and that a **monetary order** will be issued in favour of the landlord to that effect;
- that the above **payment will be personally delivered** to the landlord's downtown office (at the address shown on the landlord's application for dispute resolution) between regular office hours of **8:00 a.m. to 5:00 p.m.**;
- that the above payment will take the form of either **certified cheque, money order** or **bank draft**;
- that the landlord may withhold **\$50.00** from the security deposit in order to recover the filing fee for this application;
- that disposition of the balance of the security deposit of **\$1,000.00** (\$1,050.00 - \$50.00) will be determined between the parties at the **end of tenancy**;

Following from the above, the attention of the parties is drawn to the following related sections of the Act:

Section 23: **Condition inspection: start of tenancy or new pet**

Section 24: **Consequences for tenant and landlord if report requirements not met**

Section 35: **Condition inspection: end of tenancy**

Section 36: **Consequences for tenant and landlord if report requirements not met**

Section 38: **Return of security deposit and pet damage deposit**

In view of the agreement that September's rent will be paid in the full amount of \$2,100.00 on September 11, 2013 (and will not be offset by the security deposit held in trust by the landlord), I have authorized withholding of only \$50.00 from the security

deposit, pending the outcome of a move-out condition inspection and report at the end of tenancy.

Conclusion

I hereby issue an **order of possession** in favour of the landlord effective not later than **Monday, September 30, 2013**. This order must be served on the tenant. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of **\$2,100.00**. Should it be necessary, this order may be served on the tenant, filed in the Small Claims Court and enforced as an order of that Court.

The landlord is hereby authorized to recover the filing fee by way of withholding **\$50.00** from the tenant's security deposit at the end of tenancy.

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: September 10, 2013

Residential Tenancy Branch

