



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

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

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- an Order of Possession for unpaid rent and for cause pursuant to section 55;
- a monetary order for unpaid rent and for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67;
- authorization to retain all of the tenants' security deposit in partial satisfaction of the monetary order requested pursuant to section 38; and
- authorization to recover his filing fee for this application from the tenants pursuant to section 72.

Both parties were represented at the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions and to cross-examine one another. The female tenant (the tenant) confirmed that the landlord handed her the 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) on July 1, 2013. The tenant also confirmed that one of the landlord's agent's representatives handed her the 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) on July 17, 2013. The tenant also confirmed that both she and the male tenant received copies of the landlord's amended dispute resolution hearing package sent by the landlord's agent (the agent) by registered mail on August 21, 2013. I am satisfied that the landlord served the above documents to the tenants in accordance with the *Act*.

Issues(s) to be Decided

Is the landlord entitled to an Order of Possession for unpaid rent or cause? Is the landlord entitled to a monetary award for unpaid rent? Is the landlord entitled to retain the tenants' security deposit in partial satisfaction of the monetary award requested? Is the landlord entitled to recover the filing fee for this application from the tenants?

Background and Evidence

This periodic tenancy commenced on February 1, 2012. Monthly rent is set at \$1,350.00, payable in advance on the first of each month. The landlord continues to hold the tenants' \$675.00 security deposit paid on or about January 20, 2012.

The landlord's amended application for a monetary award of \$3,010.00 included requests to obtain a monetary award of \$316.00 for unpaid rent owing from June 2013, and unpaid rent of \$1,350.00 for each of July and August 2013. The landlord also asked for a monetary award of \$1,350.00 for anticipated loss of rent for September 2013, and for authorization to retain the tenants' security deposit to partially offset the amount owed to the landlord and to recover the filing fee for the landlord's application.

At the hearing, the parties agreed that the landlord accepted a \$1,350.00 payment from the tenant for use and occupancy only on August 1, 2013. The tenant gave undisputed testimony that the male tenant paid \$400.00 to the landlord on Wednesday, August 28, 2013. The tenant also gave undisputed sworn testimony that she handed the landlord's wife a negotiable \$1,350.00 cheque on September 14, 2013. She said that she understood that the landlord was willing to allow the tenants to remain in their tenancy until the end of September 2013.

Analysis

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order. During the hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to settle all issues arising out of the landlord's application and this tenancy under the following final and binding terms:

1. Both parties agreed that this tenancy will end by September 30, 2013, by which time the tenants will have vacated the rental premises.
2. Both parties agreed that all monetary issues arising out of this tenancy will be resolved by the tenants' authorization to allow the landlord to retain the tenants' security deposit.
3. The landlord agreed to withdraw the remaining portion of the landlord's application for a monetary award for unpaid rent and further agreed to not pursue any future claims for a monetary award for unpaid rent arising out of this tenancy provided that the tenants abide by the terms of this settlement agreement.
4. Both parties agreed that this settlement agreement constituted a final and binding resolution of all issues in dispute arising out of this tenancy.

Conclusion

To give effect to the settlement reached between the parties and as discussed at the hearing, I issue the attached Order of Possession to be used by the landlord if the tenants do not vacate the rental premises by 1:00 p.m. on September 30, 2013, in accordance with their agreement. The landlord is provided with these Orders in the above terms and the tenant(s) must be served with this Order in the event that the tenants do not vacate the premises by the time and date set out in their agreement. Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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 16, 2013

Residential Tenancy Branch

