



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes: OPR, OPC, OPB, MNR, MNDC, MNSD, FF  
CNC, MNDC, FF

### Introduction

This hearing was scheduled in response to 2 applications: i) by the landlord 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; and ii) by the tenants for cancellation of a notice to end tenancy for cause / a monetary order as compensation for damage or loss under 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 either party is entitled to any of the above under the Act, Regulation or tenancy agreement.

### Background and Evidence

Pursuant to a written tenancy agreement, the 9 month fixed term of tenancy is from July 1, 2013 to April 1, 2014. The tenancy agreement provides that monthly rent of \$2,250.00 is due and payable in advance on the first day of each month. A security deposit of \$1,125.00 was collected. A move-in condition inspection report was not completed.

In response to the tenant's application, a previous hearing was held on September 9, 2013, with a decision issued by that same date. Pursuant to that decision the monthly rent was reduced to \$2,227.50 effective October 1, 2013. As well, the Arbitrator ordered that for a variety of reasons October's rent was reduced to \$1,905.00.

Thereafter, pursuant to section 47 of the Act which speaks to **Landlord's notice: cause**, the landlord issued a 1 month notice to end tenancy dated October 17, 2013. The notice was served in-person on that same date. A copy of the notice was

submitted in evidence. The date shown on the notice by when the tenants must vacate the unit is November 17, 2013. Reasons identified on the notice in support of its issuance are as follows:

Tenant or a person permitted on the property by the tenant has:

- put the landlord's property at significant risk

Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so

The tenants filed an application to dispute the notice on October 24, 2013.

Subsequently, arising from rent which was unpaid when due on November 1, 2013, the landlord issued a 10 day notice to end tenancy for unpaid rent or utilities dated November 17, 2013. The notice was served by way of posting on the unit door on that same date. A copy of the notice was submitted in evidence. The date shown on the notice by when the tenants must vacate the unit is November 17, 2013. Thereafter, the tenants made no further payment toward rent and they vacated the unit on or about November 16, 2013. A move-out condition inspection report was not completed, and the landlord testified that new renters have not presently been found for the unit.

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](http://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 landlord will retain the tenants' security deposit in the full amount of **\$1,125.00**;
- that the landlord's retention of the tenants' full security deposit, as above, comprises **full and final settlement** of all aspects of the disputes arising from this tenancy for both parties, such that neither

party will file any further application(s) for dispute resolution related to this tenancy.

Conclusion

I order that the landlord may retain the tenants' security deposit of \$1,125.00 as full and final settlement of all aspects of the disputes arising from this tenancy for both parties.

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 05, 2013

---

Residential Tenancy Branch

