



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD, FF

Introduction

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

- an Order of Possession for unpaid rent pursuant to section 55;
- a monetary order for unpaid rent pursuant to section 67;
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38; and
- authorization to recover their filing fee for this application from the tenant pursuant to section 72.

Both parties attended 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 tenant confirmed that the landlords posted a 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) on her door on October 21, 2013. The tenant confirmed that she received a copy of the landlords' dispute resolution hearing and written evidence packages sent by the landlords by registered mail on November 1, 2013. I am satisfied that the landlords served the above documents to the tenant in accordance with the *Act*.

At the commencement of the hearing, the female landlord (the landlord) testified that the tenant vacated the rental unit and that the landlords already have possession of the rental unit. The tenant testified that she vacated the rental unit on November 2, 2013. As such, the landlord withdrew the landlords' application for an Order of Possession based on the 10 Day Notice. The landlords' application for an Order of Possession is withdrawn.

Issues(s) to be Decided

Are the landlords entitled to a monetary award for unpaid rent? Are the landlords entitled to retain all or a portion of the tenant's pet damage and security deposits in partial satisfaction of the monetary award requested? Are the landlords entitled to recover the filing fee for this application from the tenant?

Background and Evidence

This periodic tenancy began on November 1, 2011. Monthly rent was set at \$1,000.00, payable in advance on the first of each month. The landlords continue to hold the tenant's \$500.00 security deposit and \$200.00 pet damage deposit, both paid on November 1, 2011.

The landlords' application for a monetary award of \$3,750.00 included the \$3,000.00 identified as unpaid rent owing as of October 1, 2013 in the 10 Day Notice. The landlords had also requested authorization for a monetary award of \$700.00, the amounts of the tenant's security and pet damage deposits, and their \$50.00 filing fee.

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 of the issues in dispute between them on the basis of the following final and binding terms.

1. The tenant agreed to pay the landlords \$2,350.00 by January 31, 2014.
2. The tenant agreed to allow the landlords to retain the tenant's security and pet damage deposits.
3. The landlord agreed that the above-noted terms satisfied all monetary issues arising out of this tenancy.
4. Both parties agreed that this settlement agreement constituted a final and binding resolution of all issues arising out of this tenancy.

Conclusion

In order to implement the above settlement reached between the parties, I issue a monetary Order in the landlords' favour in the amount of \$2,350.00. I deliver this Order to the landlords in support of the above agreement for use **only** in the event that the tenant does not abide by the terms of the above settlement. The landlords are provided with these Orders in the above terms and the tenant must be served with a copy of these Orders as soon as possible after a failure to comply with the terms of the above settlement agreement. Should the tenant fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders of that Court.

In order to implement the agreement between the parties, I also order the landlords to retain the tenant's security and pet damage deposits plus applicable interest. No interest is payable over this term.

The landlords' application for an Order of Possession is withdrawn.

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 16, 2013

Residential Tenancy Branch

