



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, 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 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 or a portion of the tenants' security deposit in partial satisfaction of the monetary order requested pursuant to section 38; and
- authorization to recover her filing fee for this application from the tenants 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, to call witnesses and to discuss the matters in dispute with respect to this tenancy with one another. The tenants confirmed that the landlord handed the female tenant a 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) on November 4, 2013. The tenants also confirmed that they received copies of the landlord's dispute resolution hearing package, including notification of this hearing, by registered mail sent by the landlord on November 22, 2013. I am satisfied that the landlord served the above documents to the tenants in accordance with the *Act*.

Although the tenants submitted written evidence, the female tenant testified that the tenants did not provide a copy of this evidence to the landlord. I advised the parties that I would not be reviewing the tenants' written evidence because they had failed to serve the landlord with a copy of this evidence.

At the commencement of this hearing, the landlord withdrew her application for an Order of Possession because she obtained vacant possession of the rental unit when the tenants surrendered their keys to her on November 14, 2013. The landlord's application for an Order of Possession is withdrawn.

Issues(s) to be Decided

Is the landlord entitled to a monetary award for unpaid rent and losses arising out of this tenancy? Is the landlord entitled to retain all or a portion of 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 began on or about December 1, 2012. Monthly rent was set at \$1,150.00, payable in advance on the first of each month. The landlord continues to hold the tenants' \$575.00 security deposit paid on December 1, 2012.

The tenants did not dispute the landlord's sworn testimony that this tenancy ended on November 14, 2013, when the tenants vacated the rental unit in accordance with the effective date identified on the landlord's 10 Day Notice.

The landlord's application for a monetary award of \$2,600.00 included the following:

Item	Amount
Unpaid November 2013 Rent	\$1,150.00
Loss of Rent December 2013	1,150.00
Cleaning of Windows & Blinds	250.00
Recovery of Filing Fee for this Application	50.00
Total Monetary Order Requested	\$2,600.00

Although the tenants have not submitted their own application for dispute resolution, they expressed their interest in recovering their losses arising out of this tenancy.

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 in dispute arising out of this tenancy on the basis of the following final and binding terms:

1. The landlord agreed to return \$250.00 from the tenants' security deposit by way of a negotiable cheque to be mailed to the tenants by 5:00 p.m. on Monday, January 20, 2014.

2. The parties agreed that the landlord would retain the remainder of the tenants' security deposit and that the above monetary terms resolve all outstanding financial matters in dispute arising out of this tenancy.
3. The landlord agreed to withdraw the remainder of her application.
4. The tenants agreed that they will not initiate any new application for dispute resolution arising out of this tenancy.
5. Both parties agreed that the above terms of this settlement agreement constituted a final and binding resolution of all issues arising out of this tenancy, and furthermore agreed that neither party will launch any new initiative or application arising out of this tenancy.

Conclusion

In order to implement the above settlement reached between the parties, I issue a monetary Order in the tenants' favour in the amount of \$250.00. I deliver this Order to the landlord in support of the above agreement for use **only** in the event that the landlord does not abide by the terms of the above settlement. The tenants are provided with these Orders in the above terms and the landlord 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 landlord 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.

To perfect this settlement agreement and as discussed at the hearing, I order the landlord to retain the remaining \$325.00 from the tenants' security deposit.

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: January 16, 2014

Residential Tenancy Branch

