



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CML Properties
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, MNSD, FF

Introduction

This hearing dealt with an application by the landlord for an order of possession and a monetary order for unpaid rent, to retain the security deposit, and to recover the RTB filing fee.

The landlord and tenant both participated in the teleconference hearing and gave affirmed evidence.

Issue(s) to be Decided

Is the landlord entitled to an order of possession?

Is the landlord entitled to a monetary order and, if so, in what amount?

Background and Evidence

The parties agree they entered into a tenancy agreement commencing October 1, 2013. The tenants are obligated to pay \$800.00 in rent monthly in advance on the first day of the month. The tenants also paid a security deposit of \$400.00.

The landlord gave evidence that he served the tenants with a Notice to End Tenancy for Unpaid Rent (the "Notice") on December 4, 2013 by personally serving one of the tenants. The Notice says the tenants failed to pay \$800.00 in rent that was due on December 1, 2013. The Notice specifies a move-out date of December 14, 2013.

The tenant gave evidence that her rent is normally paid directly to the landlord by the Ministry of Social Development and Social Innovation (the "MSDSI"). She states she went to the MSDSI office the day after she received the Notice, and the MSDSI staff told her that MSDSI had not paid her December rent because MSDSI understood her tenancy had ended on November 30, 2013.

The landlord gave evidence that he has received no further payments from the tenant since he served the Notice, and the tenant now also owes rent for January 2014 and part of February 2014. The landlord gave further evidence that the tenant was responsible for paying hydro and has not reimbursed him for hydro bills for the period September 8, 2013 to December 11, 2013 which total \$172.23.

The tenant continues to reside in the rental unit, however she agrees to vacate the rental unit by February 15, 2014 at 1 p.m. and she agrees to the landlord retaining her security deposit.

The landlord gave evidence that he will withdraw his claim for a monetary order, however he requests an order of possession and wishes to retain the security deposit of \$400.00 in partial satisfaction of the unpaid rent and utilities.

Analysis

I find that the tenant received the Notice on December 4, 2013.

I accept the landlord's evidence that the tenant did not pay rent for December 2013, January 2014, or February 2014, and did not reimburse him for hydro costs of \$172.23.

Section 63 of the Act provides that the parties may settle their dispute in the hearing, and the director may record the settlement in the form of a decision or an order. Pursuant to this provision, discussion led to a resolution and it was specifically agreed as follows:

RECORD OF SETTLEMENT

1. That the tenant will vacate the rental unit by 1 p.m. on February 15, 2014;
2. That the landlord will retain the tenant's security deposit in partial satisfaction of unpaid rent and utilities; and
3. That the landlord waives his claim to the balance of unpaid rent and utilities.

Conclusion

I grant the landlord an order of possession effective February 15, 2014 at 1 p.m. The landlord is also entitled to retain the 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: February 13, 2014

Residential Tenancy Branch

