



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNR, MNR, MNSD, OPR

### Introduction

This hearing dealt with applications from both the tenant and the landlord. The tenant applied to cancel a notice to end tenancy. The landlord applied for an order of possession and a monetary order for unpaid rent and to retain the security deposit.

Both parties attended the teleconference hearing and gave affirmed evidence.

### Issue(s) to be Decided

Should the notice to end tenancy be cancelled?  
Is the landlord entitled to an order of possession?  
Is the landlord entitled to a monetary order as claimed?

### Background and Evidence

The parties agree they entered into a tenancy agreement in June 2012 whereby the tenant is obligated to pay \$2,100.00 rent per month payable in advance on the first day of the month. The tenant also paid a security deposit of \$1,050.00.

The tenant gave evidence that she received a Notice to End Tenancy for Unpaid Rent (the "Unpaid Rent Notice") by personal service on January 3, 2014. The Unpaid Rent Notice states the tenant failed to pay \$2,100.00 in rent that was due January 1, 2014. The effective date specified on the Unpaid Rent Notice is January 13, 2014. The tenant gave evidence that she has not paid the unpaid rent because she is unable to. The tenant gave evidence that she was in the process of moving out at the time of the hearing and would be out of the rental unit entirely by the evening of February 14, 2014.

The landlord gave evidence that the tenant has also failed to pay \$2,100.00 rent for October 2013 and \$400.00 rent for December 2013. The tenant agrees that she owes the landlord the amounts stated above.

The parties agree that the tenant has not yet paid any amount of rent for February 2014. The parties agree that the tenant should pay a half month's rent for February 2014.

### Analysis

Since the tenant has decided to vacate the rental unit, her application to cancel the Notice is dismissed.

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. The tenant will vacate the rental unit by 1 p.m. on February 15, 2014 and I will provide the landlord with an order of possession;
2. The parties agree that the amount the tenant owes the landlord for unpaid rent to February 15, 2014 is \$5,650.00;
3. The parties agree the landlord will apply the security deposit of \$1,050.00 in partial satisfaction of the unpaid rent;
4. The parties agree that I will grant the landlord a monetary order for the remaining balance of unpaid rent which is \$4,600.00.

### Conclusion

Pursuant to the settlement reached by the parties, I grant the landlord an order of possession and a monetary order for \$4,600.00. The landlord may also 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 28, 2014

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Residential Tenancy Branch

