



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PORT ROYAL VILLAGE DEVELOPMENT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPC, MNR, MNSD, FF

Introduction

This hearing was convened by way of conference call in response to a Landlord's Application for Dispute Resolution (the "Application") for an Order of Possession for cause and a Monetary Order for unpaid rent or utilities. The Landlord also applied to keep the Tenants' security deposit and to recover the filing fee from the Tenants for the cost of making the Application.

An agent for the Landlord appeared for the hearing with both Tenants and all the parties provided affirmed testimony during the hearing.

The Landlord's Agent testified that the Tenants had been each served with the Notice of Hearing documents by registered mail, pursuant to section 89(1) (c) of the *Residential Tenancy Act* (the "Act"). The Landlord provided the Canada Post tracking numbers as evidence for this method of service. The tenants confirmed receipt of the Notice of Hearing documents and the Landlord's documentary evidence prior to the hearing. As a result, I find that the Landlord served the Tenants with the required documents and evidence in accordance with the Act and the Rules of Procedure.

During the hearing, the Landlord's agent was unable to determine the exact amount of unpaid rent arrears by the Tenants. As a result, I dismissed the Landlord's Application for unpaid rent and to keep the tenant's security deposit with leave to re-apply.

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 the dispute.

The Landlord's agent and the Tenants agreed to settle the Landlord's Application for an Order of Possession by agreeing to end the tenancy at 1:00 p.m. on March 31, 2014 and the Tenants will vacate on this date.

The Landlord is issued with an Order of Possession effective for 1:00 p.m. on March 31, 2014 which the Landlord can serve onto the Tenants **if** the Tenants fail to vacate on this date and time.

The Landlord and Tenants are cautioned that the rights and obligations for the return of the security deposit at the end of the tenancy are still in effect.

In relation to the Landlord's claim for the recovery of the filing fee, as the Landlord had to make the Application in order to obtain an Order of Possession, I find that the landlord is entitled to the filing fee in the amount of \$50.00.

Conclusion

For the reasons set out above, I hereby grant an Order of Possession in favour of the landlord effective **March 31, 2014 at 1:00 p.m.** This order is final and binding on the parties and may be enforced.

The landlord is able to deduct \$50.00 from the tenant's security deposit at the end of the tenancy to recover the filing fee, pursuant to section 72(2) (b).

The Landlord's Application for unpaid rent and to keep the Tenant's security deposit is dismissed with leave to re-apply.

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 24, 2014

Residential Tenancy Branch

