



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Vancouver Eviction Services
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, MNSD, MNDC, FF, CNR

Introduction

This hearing dealt with applications from both the landlord and the tenants under the *Residential Tenancy Act* (the *Act*). Landlords SY and VES applied 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 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.

The tenant's application naming Landlords LKH and VES as respondents requested:

- cancellation of the landlords' 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) pursuant to section 46; and
- authorization to recover their filing fee for this application from the landlords 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 their applications with one another. Landlord Representative GM (the landlord) confirmed that on or about January 21, 2014, the landlords received a copy of the tenant's dispute resolution hearing package sent by registered mail. The tenant confirmed that he received a copy of the landlords' dispute resolution hearing package sent by registered mail on February 3, 2014. I am satisfied that these packages were served to one another in accordance with sections 89 and 90 of the *Act*.

At the beginning of this hearing, the parties confirmed that the tenant vacated the rental unit on February 28, 2014. The tenant withdrew his application for dispute resolution and the landlord withdrew the landlords' application for an Order of Possession. Both of these portions of the parties' applications are withdrawn.

Issues(s) to be Decided

Are the landlords entitled to a monetary award for unpaid rent and losses arising out of this tenancy? Are the landlords entitled to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary award requested? Are either of the parties entitled to recover their filing fees from one another?

Background and Evidence

This tenancy began as a five-year fixed term tenancy on July 1, 2005. The tenancy converted to a periodic tenancy by the final stages of this tenancy. Monthly rent by the end of the tenancy was set at \$2,620.00, payable in advance on the first of each month. The landlords continue to hold an \$1,150.00 security deposit for this tenancy.

The landlords applied for a monetary award of \$5,000.00 to compensate for unpaid rent claimed as owing for January and February 2014.

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.

The landlord confirmed that he was empowered to act as agent for the landlords. Both parties agreed to a final and binding resolution of all issues arising out of their applications and this tenancy under the following terms:

1. The tenant agreed to allow the landlords to retain the security deposit for this tenancy plus applicable interest.
2. The tenant agreed that he has surrendered vacant possession of the rental unit to the landlords and that the landlords may dispose of the remaining contents of the rental unit, which the tenant agreed are of no value.
3. Both parties agreed that this settlement agreement constituted a final and binding resolution of all monetary issues arising out of this tenancy and furthermore that they will not initiate any further action of any type with respect to this tenancy.

Conclusion

To give effect to the settlement agreement reached between the parties as outlined above, I order the landlords to retain the tenant's security deposit plus applicable interest.

The tenant's application for dispute resolution is withdrawn. The landlords' application to obtain 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: March 05, 2014

Residential Tenancy Branch

