



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes: ET / OP, MNR, MNSD, FF  
CNR, MNDC, MNSD, OLC, FF

### Introduction

This hearing was scheduled in response to 2 applications: i) by the landlord for an early end of tenancy / an order of possession; a monetary order as compensation for unpaid rent or utilities; retention of the security deposit; and recovery of the filing fee; and ii) by the tenants for cancellation of a notice to end tenancy for unpaid rent or utilities; a monetary order as compensation for damage or loss under the Act, Regulation or tenancy agreement; return of the security deposit; an order instructing the landlord to comply with the Act, Regulation or tenancy agreement; and recovery of the filing fee.

Both parties attended and gave affirmed testimony.

### Issue(s) to be Decided

Whether either party is entitled to any of the above under the Act, Regulation or tenancy agreement.

### Background and Evidence

The units which are the subject of this dispute are located in a 3 storey building within which a total of 23 units are located.

Pursuant to a written tenancy agreement the month-to-month tenancy began on February 01, 2014. Documentary evidence before me includes 2 slightly different copies of the agreement. Only unit # 108 is identified on one copy, whereas unit # 108 and unit # 4 are both identified on the other.

Rent is due and payable in advance on the 31<sup>st</sup> day of each month. On one copy of the agreement the monthly rent is shown as \$980.00, whereas on the other copy the rent is shown as \$960.00. During the hearing the parties agreed that rent is \$960.00.

While both agreements note that a security deposit of \$480.00 was due, the tenants testified that only \$470.00 was actually paid.

The tenants entered into the tenancy agreement with “GR,” another tenant in the building who claimed to be representing the landlord. The landlord himself is said to have been under medical care at the time. Subsequently, “GR” vacated his unit and retained possession of the security deposit collected from these tenants.

The tenants claim it was agreed with “GR” that they would rent unit # 108, but as it was said to be undergoing renovations they moved into unit # 4. Their understanding was that living in unit # 4 would be a temporary arrangement, and that they would relocate to unit # 108 at such time as renovations had been completed.

In April, “RG,” the landlord’s son / agent took over management of the building and made contact with the tenants. He determined that they had not paid any rent for unit # 4 since taking possession. The landlord’s agent issued a 10 day notice to end tenancy for unpaid rent or utilities dated April 13, 2014, with regard to February, March and April 2014. The notice was served by way of posting on the unit door on that same date. A copy of the notice was submitted in evidence. The date shown on the notice by when the tenants must vacate the unit is April 23, 2014. Subsequently, the tenants made no payment toward rent, and by letter dated May 12, 2014, they gave notice of their intent to vacate the unit “effectively immediately.” In that same letter the tenants provided their forwarding address and requested the return of the security deposit.

The landlord’s witness testified that new renters were found for unit # 4 effective from June 15, 2014. The landlord’s agent testified that “GR” was not authorized to act in any way whatsoever on the landlord’s behalf, that the security deposit collected by him was never paid to the landlord, and that “GR’s” current whereabouts are unknown.

During the hearing the parties exchanged views on some of the complex circumstances surrounding the dispute, and undertook to achieve a resolution.

### Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, forms and more can be accessed via the website: [www.rto.gov.bc.ca](http://www.rto.gov.bc.ca)

Section 63 of the Act speaks to the **Opportunity to settle dispute**, and provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion led to a resolution and it was specifically agreed as follows:

## RECORD OF SETTLEMENT

- that the tenants will pay **\$1,920.00** to the **landlord as named on this Decision** (not either of the landlord's agents), and that a **monetary order** will be issued in favour of the landlord to that effect;
- that the above payment will be by **bank-issued Money Order**, which is made payable to the landlord **[please note correct spelling of landlord's name]**;
- that the bank-issued Money Order will be put into the mail by not later than **midnight, Wednesday, July 02, 2014**;
- that the address used for mailing of the bank-issued Money Order will be the **address shown for the landlord** in both, the landlord's application for dispute resolution, and the address shown for the landlord in the tenants' application for dispute resolution (they are identical);
- that the above particulars comprise **full and final settlement** of all aspects of the dispute arising from this tenancy for both parties.

### Conclusion

The parties resolved their dispute pursuant to the **RECORD OF SETTLEMENT**.

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of **\$1,920.00**. Should it be necessary, this order may be served on the tenants, filed in the Small Claims Court and enforced as an order of that Court.

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: June 11, 2014

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Residential Tenancy Branch

