



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, OPR, MNR, MDSD & FF

Introduction

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the Notice to End Tenancy was sufficiently served on the Tenant by posting on October 2, 2014. Further I find that the Application for Dispute Resolution/Notice of Hearing filed by each party was sufficiently served on the other. With respect to each of the applicant's claims I find as follows:

Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the tenant is entitled to an order cancelling the 10 day Notice to End Tenancy
- b. Whether the landlord is entitled to an Order for Possession?
- c. Whether the landlord is entitled to A Monetary Order and if so how much?
- d. Whether the landlord is entitled to retain all or a portion of the security deposit/pet deposit?
- e. Whether the landlord is entitled to recover the cost of the filing fee?

Background and Evidence

The parties entered into a tenancy agreement that provided that the tenancy would start on September 1, 2014. The rent is \$2000 per month payable in advance on the first day of each month. The tenant paid a security deposit of \$1000 at the start of the tenancy.

The tenant(s) failed to pay the rent for the months of October and the sum of \$2000 remains owing. The tenant(s) vacated the rental unit at the end of October 2014.

Settlement:.

The parties have reached a settlement and they asked that I record the settlement as follows:

- a. The landlord shall retain the security deposit of \$1000.
- b. This is a full and final settlement and each party releases and discharges the other from all further claims with respect to the tenancy.

As a result of the settlement I order that the landlord shall retain the security deposit. All other claims in the application filed by each party are dismissed.

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: November 19, 2014

Residential Tenancy Branch

