



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, FF

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- a monetary order for unpaid rent, pursuant to section 67;
- authorization to recover the filing fee for this application from the tenants, pursuant to section 72.

The landlord and his agent/co-landlord AW (collectively "landlord") and both tenants attended the hearing and were each given a full opportunity to be heard, to present their sworn testimony, to make submissions and to call witnesses.

The landlord testified that he personally served both tenants with his application for dispute resolution hearing package ("Application") on December 7, 2014. Both tenants confirmed receipt of the landlord's application. In accordance with sections 89 and 90 of the *Act*, I find that both tenants were duly served with the landlord's application, as declared by the parties.

During the hearing, the landlord confirmed that while his original application requested an order of possession for breach of an agreement, he was no longer seeking an order of possession. He confirmed that both tenants had vacated the rental unit on January 2, 2015 and the landlord had repossessed the unit and changed the locks thereafter.

Issues to be Decided

Is the landlord entitled to a monetary award for unpaid rent?

Is the landlord entitled to recover the filing fee for this application from the tenants?

Residential Tenancy Branch

#RTB-136 (2011/07)



Background and Evidence

The tenants testified that this tenancy began on August 1, 2013 and they vacated the rental unit on January 2, 2015. The landlord confirmed that he purchased the rental property on July 26, 2014 and that all rights and interests related to the tenancy were transferred to him on that date. Total monthly rent in the amount of \$1,060.00 was payable on the 2nd and 15th day of each month. A security deposit of \$530.00 was paid by the tenants to the former landlord. The landlord confirmed that he continues to retain the tenants' security deposit of \$530.00, as it was transferred to him from the former landlord.

The landlord initially applied for a monetary order for unpaid rent from December 15, 2014 to January 31, 2015, in the amount of \$1,590.00. However, during the hearing, the landlord confirmed that the tenants had paid rent from December 1 to 31, 2014, inclusive, and that he had issued receipts to the tenants for "use and occupancy only."

Both parties agreed that the tenants vacated the rental unit on January 2, 2015, but the landlord stated that he did not repossess the unit or change the locks until January 4, 2015. At the hearing, the landlord sought unpaid rent from January 1 to 4, 2015, in the amount of \$136.00.

The landlord also applied to recover the filing fee from the tenants, for his application.

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.

Verbal confirmation of the agreement was affirmed by all four participants in the hearing, including the landlord and his agent, as well as both tenants.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time:

1. Both parties agreed to meet at the rental unit at 3:30 p.m. on January 7, 2015, in order for the tenants to retrieve their remaining possessions from the rental unit, and for the tenants to return their keys for the rental unit, to the landlord.

2. The landlord agreed to forfeit any monetary claims against the tenants, arising out of this tenancy, for unpaid rent, including rent of \$136.00 from January 1 to 4, 2015, inclusive;
3. The tenants agreed to allow the landlord to keep their security deposit in the amount of \$530.00 in full satisfaction of any damage, cleaning, unpaid rent and any other monetary costs or any other claims arising out of this tenancy;
4. Both parties agreed that they forfeit and will not pursue any past, present and/or future orders, claims and/or applications against each other, arising out of this tenancy, including for the security deposit, unpaid rent, damage, loss, compensation and/or any other monetary or any other relief;
5. The landlord withdrew his claim to recover the filing fee for this application from the tenants. The landlord agreed to bear the cost of his own filing fee.

Both parties confirmed that these particulars comprise the full and final settlement of all aspects of this dispute and any other issues arising out of this tenancy, for both parties.

Conclusion

To give legal effect to the above-noted settlement agreement reached between the parties, I order the landlord to retain the tenants' security deposit of \$530.00.

The landlord's application to recover the filing fee from the tenants, is withdrawn. The landlord will bear the cost of his own filing fee.

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: January 09, 2015

Residential Tenancy Branch