



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 10 day Notice to End Tenancy was sufficiently served on the Tenant by posting on December 3, 2014. Further I find that the Application for Dispute Resolution/Notice of Hearing filed by each party was sufficiently served on the other.

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 dated December 3, 2014
- b. Whether the landlord is entitled to A Monetary Order and if so how much?
- c. Whether the landlord is entitled to retain all or a portion of the security deposit/pet deposit?
- d. Whether the landlord is entitled to recover the cost of the filing fee?

Background and Evidence

The parties entered into a one year fixed term written tenancy agreement that provided that the tenancy would start on March 1, 2014 and end on February 28, 2015. The rent was \$1100 per month payable in advance on the first day of each month. The tenant paid a security deposit of \$550 at the start of the tenancy.

The tenant testified there is a contract for services dated February 21, 2014 that provides the rent would be reduced by \$400 per month in payment of the services provided by the tenant. Neither party provided the Residential Tenancy Branch with a copy of that document.

There is a dispute between the parties with respect to the employment of the tenant. The landlord takes the position the tenant has resigned. The tenant disputes this and request the landlord terminate his employment. The tenant testified he has filed an Application with the Employment Standards Branch. The tenant also stated he intends to vacate at the end of January 2015.

Settlement:

During the hearing the parties reached a settlement and they asked that I record the settlement pursuant to section 63(2) of the Residential Tenancy Act as follows:

- a. The parties mutually agree to end the tenancy on January 31, 2015.
- b. The parties request that the arbitrator issue an Order for Possession for that date.
- c. The parties agree there is \$2200 in outstanding rent owed by the tenant to the landlord.
- d. The tenant shall pay \$1400 of the outstanding amount by attending at the landlord's office through the use of a credit card on or before 5:00 p.m. on January 9, 2015 and upon payment the landlord shall issue a receipt.

There is a dispute between the parties as to whether the landlord owes the tenant monies relating to his employment and that issue shall be dealt with in the application under the Employment Standards Act including whether the tenant is entitled to a

payment of \$400 per month for December 2014 and January and other claims made by the tenant.

Tenant's Application:

As a result of the settlement I ordered that the tenant's application be dismissed.

Landlord's Application - Order of Possession:

As a result of the settlement I granted the landlord an Order for Possession effective January 31, 2015.

The tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, the landlord may register the Order with the Supreme Court of British Columbia for enforcement.

Landlord's Application - Monetary Order and Cost of Filing fee

I determined the tenant has failed to pay the rent for December and January and the sum of \$2200 remains outstanding. I ordered the tenant pay to the landlord the sum of \$2200 in satisfaction of this matter.

All other monetary claims are dismissed as they were not part of the settlement.

Security Deposit

I determined the security deposit plus interest totals the sum of \$550. I ordered the landlord may retain this sum thus reducing the amount outstanding under this monetary order to the sum of \$1650.

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial 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: January 08, 2015

Residential Tenancy Branch

