



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD, FF

Introduction

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

- an Order of Possession for unpaid rent, pursuant to section 55;
- a monetary order for unpaid rent, pursuant to section 67;
- authorization to retain all or a portion of the tenants' security deposit in partial satisfaction of the monetary order requested, pursuant to section 38; and
- authorization to recover the filing fee for this application from the tenants, pursuant to section 72.

The landlord and the tenant MD ("tenant") 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 tenant confirmed that he had authority to represent the other tenant, SG, named in this application, as an agent at this hearing.

The tenant confirmed personal receipt of the landlord's 10 Day Notice for Unpaid Rent or Utilities, dated February 11, 2015 ("10 Day Notice"), on the same date. In accordance with sections 88 and 90 of the *Act*, I find that both tenants were duly served with the landlord's 10 Day Notice.

The landlord testified that the tenants were served with the landlord's Application for Dispute Resolution hearing package ("Application") on March 16, 2015, by way of registered mail. The tenant confirmed receipt of the landlord's Application on behalf of both tenants. In accordance with sections 89 and 90 of the *Act*, I find that both tenants were duly served with the landlord's Application.

During the hearing, the landlord withdrew his Application for an order of possession and to retain the tenants' security deposit. Accordingly, these portions of the landlord's Application are withdrawn.

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?

Background and Evidence

The landlord testified that this tenancy began on September 1, 2010, as per the tenancy agreement but the tenants gained occupancy of the rental unit on August 1, 2010. This tenancy was for a fixed term ending on August 31, 2011 after which it transitioned to a month to month tenancy. Monthly rent in the amount of \$1,050.00 is payable on the first day of each month. A security deposit of \$525.00 was paid by the tenants on July 30, 2010 and the landlord continues to retain this deposit. A written tenancy agreement was provided with the landlord's Application. The tenants continue to reside in the rental unit.

The landlord issued the 10 Day Notice, indicating that rent in the amount of \$2,965.00 was due on February 1, 2015. Both parties agreed that the tenants paid the outstanding rent owed from January to March 2015, the subject of this Application. Both parties agreed that the tenants currently owe unpaid rent of \$365.00 for April 2015.

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.

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

1. The tenants agreed to pay the landlord the total amount of \$415.00 in full satisfaction of rent for April 2015 in the amount of \$365.00 and the \$50.00 filing fee for this Application, by no later than 4:00 p.m. on April 24, 2015;
2. Both parties agreed that this tenancy will continue under the terms of the tenancy agreement.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties gave verbal sworn affirmation at the hearing that they understood and agreed to the above terms as legal, final, binding and enforceable, which settle all aspects of this dispute.

Conclusion

The landlord's Application for an order of possession and to retain the tenants' security deposit is withdrawn.

The landlord's 10 Day Notice, dated February 11, 2015, is cancelled and of no force or effect.

This tenancy continues under the terms of the tenancy agreement, until it is ended in accordance with the *Act*.

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: April 20, 2015

Residential Tenancy Branch

