



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes            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 personally served on the Tenant on April 13, 2015. I find the Application for Dispute Resolution/Notice of Hearing filed by the tenants was personally served on the landlord on April 15, 2015. I find that the Application for Dispute Resolution/Notice of Hearing filed by the landlord was sufficiently served on the tenants by mailing, by registered mail to where the tenants reside on April 27, 2015. 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 tenants are entitled to an order cancelling the 10 day Notice to End Tenancy dated April 13, 2015?
- 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 an oral tenancy agreement that provided that the tenancy would start on April 1, 2014. The rent is \$750 per month payable on the first day of each month. The tenant paid a security deposit of \$375 at the start of the tenancy.

The tenant(s) failed to pay the rent for the months of July 2014 (\$550 is owed), March 2015 (\$350 is owed), April 2015 (\$750 is owed) and May 2015 (\$750 is owed) and the sum of \$2400 remains owing. The tenant(s) have remained in the rental unit. They stated that they have found alternative accommodation that is available for them to move to on June 15, 2015. The rent that will be owing for the period June 1, 2015 to June 15, 2015 will be \$375. The tenants testified the landlord agreed she would not evict them on the basis of the failure to pay the rent for July 2015. I determined the basis of the eviction was the non-payment of the later rent and there is no reason why the arrears for July should not be included in the monetary order.

### Tenant's Application:

I determined there was no basis for an order cancelling the 10 day Notice to End Tenancy. The tenants stated they have no desire to continue to live in the rental unit. As a result I ordered that the application of the tenants be dismissed without leave to re-apply.

### 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 June 15, 2015.
- b. The parties request that the arbitrator grant an order for Possession for that date.
- c. The parties acknowledge that the tenants owe the landlord the sum of \$2775 in rent to June 15, 2015.

### Analysis - Order of Possession:

As a result of the settlement I granted the landlord an Order for Possession effective June 15, 2015.

The tenants 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.

Analysis - Monetary Order and Cost of Filing fee:

I determined the tenant has failed to pay the rent for the month(s) of November 2014 (\$550 is owed), March 2015 (\$350 is owed), April 2015 (\$750 is owed), May 2015 (\$750 is owed) and for the period June 1, 2015 to June 15, 2015. The total arrears of rent is the sum of \$2775 remains owing. **I granted the landlord a monetary order in the sum of \$2775 plus the sum of \$50 in respect of the filing fee for a total of \$2825.**

Security Deposit:

**I determined the security deposit plus interest totals the sum of \$375. I ordered the landlord may retain this sum thus reducing the amount outstanding under this monetary order to the sum of \$2450.**

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: May 29, 2015

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Residential Tenancy Branch

