



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, FF, MNDC, MNSD, MT

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 tenants by posting on April 21, 2015. Further I find that the Application for Dispute Resolution/Notice of Hearing was sufficiently served on the landlord by mailing, by registered mail. 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 tenant is entitled to a monetary order?
- c. Whether the tenant is entitled to recover the cost of the filing fee?

Background and Evidence

The tenancy began on November 1, 2014. The tenancy agreement provided that the tenant(s) would pay rent of \$1350 per month payable in advance on the first day of each

month. The tenant(s) paid a security deposit of \$675 at the start of the tenancy. The tenants vacated the rental unit at the end of April. The tenants failed to pay the rent for April and the sum of \$1350 remains outstanding as well as a utility bill.

The Application for Dispute Resolution filed by the tenants claims the sum of \$5000. The landlord disputes the claim. The representative of the landlord also stated the landlord has claims for non-payment of rent and utilities. .

Settlement::

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

As a result of the settlement I ordered that the landlord shall retain the security deposit. All claims in the Application for Dispute Resolution 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: June 17, 2015

Residential Tenancy Branch

