



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR, MNSD, FF (Landlords' Application)  
                              CNR, FF, O (Tenant's Application)

### Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the "Application") made by the original Applicant on April 21, 2015 and by the Tenant on April 17, 2015.

The Landlord applied for an Order of Possession and a Monetary Order for unpaid rent and utilities, to keep the Tenant's security deposit, and to recover the filing fee from the Tenant. The Tenant applied to cancel the notice to end tenancy, to recover the filing fee from the Landlord, and for 'Other' issues.

The Tenant appeared for the hearing and provided affirmed testimony. The owner of the rental unit and his agent also appeared for the hearing and provided affirmed testimony. The parties confirmed receipt of each other's Applications.

### Preliminary Issues

The owner's agent explained that she had been employed by the owner to assist him with the Application. The agent explained that at the time she made the Application she was employed by the company originally named on the Application. However, since this time the agent has been employed by another company and has taken this case with her to her current employment.

As a result, all the parties agreed to amend the Application to include the correct parties which is now reflected in the style of cause appearing on the front page of this decision. The parties were informed that any orders made as a result of the hearing would now relate to the parties appearing in the style of cause.

The owner of the rental unit explained that he had purchased this rental unit on January 15, 2015 from the bank after it had foreclosed at some point in 2014. The Landlord testified that he was not aware that it had been sold to him with the Tenant. The Landlord explained that at this point he engaged into an oral tenancy with the Tenant on

a month to month basis with rent payable in the amount of \$1,200.00 on the first day of each month. The Tenant paid the owner a security deposit of \$600.00 at the start of the tenancy. The Tenant acknowledged that the tenancy with her previous landlord had ended in 2014. Both parties agreed that the terms of the tenancy were that based on the Tenant's previous tenancy.

The parties confirmed that the Tenant had vacated the rental unit at the end of May 2015. Therefore, I informed the parties that there was no requirement for me to make findings on the Tenant's Application to cancel the notice to end tenancy and for the Landlord's request for an Order of Possession as these are now moot issues. Therefore, these portions of the parties' Applications were dismissed. As the Tenant moved out, I also dismissed the Tenant's Application to recover the filing fee.

In relation to the Landlords' monetary claim, the Landlords testified that the Tenant was in rental arrears for a total of \$1,200.00 and \$100.00 for utilities. The Tenant's Application for 'Other' issues related to her denial that she was responsible for utilities based on her claim that the utilities were not provided during the tenancy.

The Landlords and Tenant had a discussion with regards to unpaid rent and utilities; the Landlord indicated that there were further claims for unpaid rent that he had which he had not pursued in this Application. However, the Landlord proposed that it would be better to deal with this matter through a settlement agreement.

The Landlord proposed that he would keep the Tenant's security deposit and the Tenant would pay the remaining \$600.00 in full and final satisfaction of the issues associated with this tenancy. The Tenant agreed to these terms.

### Analysis & Conclusion

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.

The Tenant agreed that the Landlords will keep her \$600.00 security deposit. The Tenant agreed to pay the Landlords **\$600.00** in full satisfaction of the Applications. No further Applications are permitted. The Landlords are issued with a Monetary Order in the amount of \$600.00. Copies of this order are attached to the Landlords' copy of this decision. If payment is not made by the Tenant, this order must be served on the Tenant and may then be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

The Tenant indicated that she had provided her previous landlord with a security deposit. The Tenant explained that she had provided e-mail evidence from the previous landlord of this. However, the Landlords explained that they had not been provided with a security deposit from the previous landlord when they purchased the property and were not aware of this payment being made by the Tenant. The Landlords denied being served with this e-mail evidence by the Tenant.

I considered the parties' submissions in relation to this previous security deposit and I declined to deal with this matter in this hearing and make legal findings on it. This is because the Tenant had not made an Application for the return of it, had not provided a forwarding address in writing, and the parties disagreed with regards to the payment of it as the Landlords denied receipt of the Tenant's evidence. However, the Tenant is at liberty to pursue this matter through dispute resolution and satisfy the service requirements of evidence being relied upon for this claim.

### Conclusion

As the Tenant has vacated the rental unit, the Landlords' Application for an Order of Possession and the Tenant's Application to cancel the notice to end tenancy and recover of her filing fee are hereby dismissed.

The Landlord's monetary claim was settled. The parties agreed that the Landlords will keep the Tenant's \$600.00 security deposit and pay the Landlord \$600.00 for unpaid rent. The Landlord is issued with a Monetary Order for \$600.00.

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 05, 2015

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Residential Tenancy Branch

