



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Mainstreet Equity Corp.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, MNDC, MNSD, FF

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order of Possession - Section 55;
2. A Monetary Order for unpaid rent - Section 67;
3. A Monetary Order for compensation - Section 67;
4. An Order to retain the security deposit - Section 38; and
5. An Order to recover the filing fee for this application - Section 72.

The Landlord and Tenant were each given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Landlord entitled to an order of possession?

Is the Landlord entitled to the monetary amounts claimed?

Background and Evidence

The following is undisputed evidence: The tenancy started on November 30, 1984. Rent of \$749.79 is payable monthly on the first day of each month. At the outset of the tenancy the Landlord collected \$164.00 as a security deposit. The tenancy agreement does not provide for a late rent fee. On May 5, 2015 the Landlord served the Tenant with a 10 day notice to end tenancy for unpaid rent by posting the Notice on the door. The Tenant failed to pay April 2015 rent of \$18.29, May 2015 rent of \$749.79, June

2015 rent of \$749.79 and July 2015 rent of \$749.79. The Landlord claims these amounts and late fees.

The Agent for the Tenant states that the Tenant has dementia and moved out of the unit sometime in June 2015 to be cared for by the Agent. The Agent states that the keys have not been returned to the unit as there are still some belongings in the unit to be removed but that have no value. The Agent states that she has been unable to determine how to close up the unit as she has also been busy caring for her elderly grandmother.

During the hearing the Landlord was informed that the claim for late fees would be dismissed and the Parties entered into discussions to settle the remaining issues. The Parties did reach an agreement.

Analysis

Section 7 of the Residential Tenancy Regulations provides that a landlord may charge an NSF fee or a late rent payment fee of no more than \$25.00 where such provision is contained in the tenancy agreement. As there is no provision for a late fee under the tenancy agreement, I dismiss the claim for late fees.

Section 63 of the Act is set out as follows:

- (1) The director may assist the parties, or offer the parties an opportunity, to settle their dispute.
- (2) If the parties settle their dispute during dispute resolution proceedings, the director may record the settlement in the form of a decision or order.

Given the authority under the Act, and agreement reached between the Parties during the proceedings over the remaining claims of the Landlord, I find that the Parties have settled their dispute as set out below.

The Parties mutually agree as follows:

1. The Tenant will locate the keys to the unit and return them to the Landlord by the end of day July 16, 2014;
2. If the Tenant is unable to locate and return the keys the Landlord will still have possession of the unit as of July 17, 2015;
3. Upon possession of the unit the Landlord will remove and dispose the last of the Tenant's belongings and will clean the unit to the required standard;
4. The Landlord will retain the full security deposit of \$164.00 plus zero interest for the cost of the removal and cleaning;
5. The only owes a half month rent for July 2015 in the amount of \$374.90;
6. The Landlord will obtain a monetary order for the total outstanding rent, including the July amount, of \$1,892.77; and
7. These terms comprise the full and final settlement of all aspects of this dispute for both Parties.

Conclusion

I grant the Landlord an order under Section 67 of the Act for **\$1,892.77**. If necessary, this order may be filed in the Small Claims 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: July 16, 2015

Residential Tenancy Branch

