



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, 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. Both parties acknowledged they had received copies of the evidence provided by the other party.

I find that the 10 day Notice to End Tenancy was sufficiently served on the Tenant by posting on August 6, 2015. Further I find that the Application for Dispute Resolution/Notice of Hearing was filed by each party was sufficiently served on the other by mailing, by registered mail to where the other party resides.

The Application for Dispute Resolution filed by the landlord makes the following claims:

- a. An Order for Possession for non-payment of rent?
- b. A monetary order in the sum of \$2200 for unpaid rent and utilities?
- c. An order to recover the cost of the filing fee?

The Application for Dispute Resolution filed by the Tenant makes the following claims:

- a. An order to cancel the 10 day Notice to End Tenancy dated August 6, 2015?
- b. An order that the landlord comply with the Act, regulation and/or the tenancy agreement?

The tenant vacated the rental unit at the end of August. She stated she had no interest in reinstating the tenancy and asked to withdraw her claim. As a result I ordered the tenant's application be dismissed as withdrawn.

Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the landlord is entitled to an Order for Possession?
- b. Whether the landlord is entitled to A Monetary Order and if so how much?
- c. Whether the landlord is entitled to retain all or a portion of the security deposit/pet deposit?
- d. Whether the landlord is entitled to recover the cost of the filing fee?

Background and Evidence

The parties entered into a one year fixed term written tenancy agreement that provided that the tenancy would start on October 1, 2014 and end on October 1, 2015. The rent is \$1100 per month payable on the first day of each month. The tenant paid a security deposit of \$550 on October 1, 2015 and a pet damage deposit of \$550 on November 1, 2015 for a total of \$1100.

In the spring of 2015 the landlord requested that the tenant leave prior to the end of the fixed term so that she could sell the rental unit. There was discussions. The tenant testified they agreed to September 1, 2015. The landlord denies this. In any event the parties did not reach an agreement to end the tenancy in writing as required under the Act.

The tenant failed to pay the rent for August. She told the landlord that the landlord could apply the security deposit and pet damage deposit to the outstanding rent. The landlord claims she is entitled to the rent for the unexpired portion of the fixed term tenancy (the month of September).

Settlement:

At the end of 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 and pet damage deposit.
- b. In addition, the tenant shall pay to the landlord the sum of \$550.
- c. 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 and pet damage deposit. I further ordered that the Tenant pay to the Landlord the sum of \$550 in satisfaction of this matter.

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.

Conclusion:

I ordered the tenant's application be dismissed. I ordered the landlord shall retain the security deposit and pet damage deposit. I further ordered the tenant pay to the landlord the sum of \$550.

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: October 21, 2015

Residential Tenancy Branch

