



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR, MNSD, CNR, FF

### Introduction

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 \$3125 for unpaid rent and damages
- c. An order to retain the security deposit
- d. 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 March 2, 2016
- b. A monetary order in the sum of \$1200.

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. The parties acknowledged they had received the documents of the other party.

I find that the Notice to End Tenancy was personally served on the Tenants on March 2, 2016. Further I find that the Application for Dispute Resolution/Notice of Hearing filed by the Tenants was personally served on Landlords on March 10, 2016. I find that the Application for Dispute Resolution filed by the Landlords was personally served on the Tenants PG on March 23, 2016 and served on the Tenant FL by mailing, by registered mail to where she resides on March 24, 2016. 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 March 2, 2016?
- b. Whether the Tenants are entitled to a monetary order and if so how much?
- c. Whether the Landlords are entitled to an Order for Possession?
- d. Whether the Landlords are landlord is entitled to A Monetary Order and if so how much?
- e. Whether the Landlords are entitled to retain all or a portion of the security deposit/pet deposit?
- f. Whether the Landlords are entitled to recover the cost of the filing fee?

### Background and Evidence

The parties entered into a month to month written tenancy agreement that provided that the tenancy would start on November 1, 2015 payable in advance on the first day of each month. The rent is \$1250 per month payable in advance on the first day of each month. The tenants paid a security deposit of \$625 at the start of the tenancy. The tenant(s) failed to pay the rent for the months of March (\$625 is owed) and April (\$1250 is owed) and the sum of \$1875 remains owing.

The tenants testified they have a problem with heat in the rental unit. The Landlords acknowledge there has been some problems but the rental unit has never been entirely without heat.

### 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 parties mutually agree to end the tenancy on April 30, 2016 and they request that an Order for Possession be issued for that date.
- b. The parties acknowledge that the tenants owe the Landlords the sum of \$1875 in rent plus \$100 cost of the filing fee for a total of \$1975.
- c. The parties agree that the Tenants should be compensated in the sum of \$400 for the problems with the heat and this amount should be deducted from the monetary order leaving a balance of \$1575.
- d. The tenants release and discharge the landlord from all claims they have for the lack of heat during the course of their tenancy.

### Analysis - Order of Possession:

I determined the landlord was entitled to an Order for Possession. There is outstanding rent. The parties have agreed to end the tenancy. Accordingly, I granted the Landlords an Order for Possession effective April 30, 2016.

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:

The parties agreed the Tenants owe the Landlords the sum of \$1875 for rent plus \$100 for the cost of the filing fee for a total of \$1975. The parties have further agreed the sum of \$400 should be deducted from this amount compensating the tenant for the problems with the heating system. I determined the landlords are entitled to a monetary order in the sum of \$1575.

Security Deposit:

I determined the security deposit plus interest totals the sum of \$625. I ordered the Landlords may retain this sum thus reducing the amount outstanding under this monetary order to the sum of \$950.

Conclusion:

I granted an Order for Possession effective April 30, 2016. After deducting the sum of \$400 for the problems with the heat I determined the landlords are entitled to a monetary order in the sum of 1575. I ordered that the Landlords shall retain the security deposit of \$625. I further ordered that the Tenants pay to the Landlords the sum of \$950.

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: April 22, 2016

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Residential Tenancy Branch