



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, OPM, MND, MNR, MNDS, MNDC (Landlord's Application)
OLC, 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 Tenant on June 28, 2016 and by the Landlord on July 14, 2016. The Tenant applied for the Landlord to comply with the *Residential Tenancy Act* (the "Act"), regulation or tenancy agreement; and for "Other" issues. The Landlord applied for an Order of Possession to end the tenancy for unpaid rent and a mutual agreement to end the tenancy. The Landlord also applied for a Monetary Order.

Both parties appeared for the hearing and provided affirmed testimony as well as documentary evidence prior to the hearing. The parties confirmed receipt of each other's Application and evidence and understood the hearing process. I first turned my mind to the Landlord's monetary claim. The Landlord only disclosed an amount and put the Tenant on notice for unpaid rent. Therefore, I explained to the Landlord that I would only deal with his monetary claim for unpaid rent and the deposits paid to the Landlord at the start of the tenancy. The Landlord then withdrew his claim for damages to the rental unit and is at liberty to re-apply for that portion of the monetary claim.

At the start of the hearing, I allowed the parties to explain their Application. The Landlord stated that he was seeking an Order of Possession because the Tenant had not paid rent for July and August 2016 in the amount of \$2,400.00. The Tenant explained that before she had been served with proper notices to end her tenancy she had only been served with illegal ones. The Tenant explained that she had not paid rent for July and August 2016 in the amount of \$2,400.00 because the Landlord had taken from her more than half of a security deposit she paid at the start of the tenancy in the amount of \$1,200.00. However, the Tenant was unable to explain why she deducted more than the illegal amount she had been charged by the Landlord from her rent for July 2016 for which she had been served with a proper notice to end tenancy.

The Tenant stated that she was looking for a new place to go to and stated that she could commit to ending the tenancy mutually with the Landlord. The Tenant put forward a date to end the tenancy. The Landlord considered this date and accepted it. The parties agreed to reach resolution by mutual agreement as follows.

Settlement Agreement

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 parties agreed to end the tenancy on **August 19, 2016 at 1:00 p.m.** which allows the Tenant sufficient time to return vacant possession of the rental unit to the Landlord. The parties agreed that the Landlord will be issued with an Order of Possession effective for this date and time. This order may be filed and enforced in the Supreme Court of British Columbia as an order of that court if the Tenant fails to vacate the rental unit.

The Tenant allowed the Landlord to keep her security deposit in the amount of \$1,200.00 paid at the start of the tenancy to offset against the rental arrears. The parties agreed that the Landlord will be issued with a Monetary Order for the remaining balance of \$1,200.00. The parties agreed that they would work with each other to provide payment for the outstanding balance. However, the Landlord is issued with a Monetary Order for \$1,200.00 which may be enforced through the Small Claims Division of the Provincial Court as an order of that court if the Tenant fails to make payment. Copies of the above orders for service on the Tenant are attached to the Landlord's copy of this decision. The Tenant is cautioned that she must return the rental unit back to the Landlord reasonably clean and undamaged pursuant to Section 37(2) of the Act.

The parties confirmed their voluntary understating and agreement to the above resolution both during and at the conclusion of the hearing. Both files are now closed. 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: August 15, 2016

Residential Tenancy Branch

