



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes DRI, OPR, MNR, MNDC, MNDS, FF

Introduction

This hearing was convened in response to applications by the landlord and the tenant.

The landlord's application is seeking orders as follows:

1. For an order of possession for unpaid rent;
2. For a monetary order for unpaid rent;
3. To keep all or part of the security deposit; and
4. To recover the cost of filing the application.

The tenant's application is seeking orders as follows:

1. To dispute an additional rent increase;
2. To cancel a 10 Day Notice to End Tenancy for unpaid rent (the "Notice")
3. For a monetary order for money owed or compensation under the Act;
4. To recover the cost of filing the application.

Both parties appeared, gave testimony, and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing.

Preliminary and procedural matter

At the outset of the hearing the parties agreed the tenant vacated the rental unit on December 1, 2016. Therefore, I find it not necessary to consider the tenant's application to cancel the Notice or the landlord's application for an order of possession.

Further, as the tenancy has ended I find it not necessary to consider the tenant's application to dispute a notice of a rent increase as no future rent is payable.

Issues to be Decided

Is the landlord entitled to a monetary order for unpaid rent?

Is the landlord entitled to keep all or part of the security deposit?

Is the tenant entitled to a monetary order for money owed or loss under the Act?

Background, Evidence and Analysis

The parties agreed the tenancy began in 2007, with the previous owner of the property. Original rent was \$800.00 and in 2015, the tenant and the previous owner agreed to increase the rent to \$850.00. The new landlord took possession of the property on July 21 2016.

The landlord claims as follows:

a.	Unpaid rent for November 2016	\$ 66.70
b.	Filing fee	\$100.00
	Total claimed	\$166.70

The tenant claims as follows:

a.	Moving and forwarding mail costs	\$ 919.35
b.	Rent overpayment for no parking (Oct 7 to Dec 1)	\$ 113.30
g.	Filing fee	\$ 100.00
	Total claimed	\$1,130.65

The tenant testified that they moved out of the rental unit on December 1, 2016, which they gave the landlord the required 30 days' notice. The tenant stated that they disputed the Notice because they did not want to vacate the premises within 10 days. The tenant seeks to recover moving cost and forwarding mail costs in the amount of \$919.35.

In in this case whether the tenancy ended based on the Notice given by the landlord or notice to end tenancy given by the tenant, which was the date the tenant vacated. I find the tenant has failed to prove a violation of the Act by the landlord. I find the tenant is responsible for their own moving and forwarding mail costs. Therefore, I dismiss this portion of the claim.

Settlement

Both parties appeared. During the hearing the parties agreed to settle the remaining issues, on the following conditions:

- 1) Both parties agreed to withdraw the balance of their respective claims;
- 2) Counsel for the landlord agreed the landlord will return the full amount of the security deposit within 15 days of today's of the hearing to the tenant, either by etranfer or by mail; and
- 3) This is a **full and final settlement agreement** relating to this tenancy.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*.

As both claims for unpaid rent and loss of services had merit, I decline to award the filing fee to either party as they simply offset each other's.

Conclusion

The tenant's claim for moving and forwarding mail cost is dismissed. The balance of their respective claims are withdrawn as per the above settlement agreement.

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: December 21, 2016

Residential Tenancy Branch