



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes: **MNR, FF**

### Introduction

This hearing was scheduled in response to the landlord's Application for Dispute Resolution, in which the landlord has requested compensation for unpaid rent and to recover the filing fee from the tenant for the cost of this Application for Dispute Resolution.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained. The parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present affirmed oral testimony and to make submissions during the hearing. I have considered all of the evidence and testimony provided.

### Issue(s) to be Decided

Is the landlord entitled to compensation for unpaid rent?

### Background and Evidence

The tenancy commenced on November 1, 2013. The parties agreed that rent was to increase in the second year of the two year fixed term; from \$2,500.00 to \$2,600.00.

The landlord made a claim in the sum of \$3,720.74 for unpaid rent and interest charges.

The tenancy agreement supplied as evidence included the imposition of interest charges for unpaid rent. It was explained during the hearing that only fees, as set out in the Regulation, are enforceable. The landlord withdrew the claim for interest costs.

The tenants vacated the rental unit at the end of May 2016.

The landlord adjusted the sum claimed for unpaid rent to \$1,848.00 for April 2016 and \$2,600.00 for May 2016.

The tenants said that they owe May rent in the sum of \$2,500.00; not \$2,600.00. The tenants said they never paid \$2,600.00, despite the tenancy terms.

The parties then reached agreement that the landlord is entitled to compensation in the sum of \$2,500.00 for May 2016 rent. The landlord is holding a security deposit in the

sum of \$1,250.00. The parties agreed the deposit should be deducted from the sum owed to the landlord.

The landlord agreed to withdraw the claim for unpaid April 2016 rent.

The tenants acknowledged the landlord has paid a \$100.00 filing fee which the landlord wants to recover.

### Analysis

During the hearing the parties were able to come to a mutually settled agreement in relation to rent owed.

### ***Opportunity to settle dispute***

**63** (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 an order.*

The tenants have agreed to a sum that is owed for May 2016 rent. The landlord has agreed that the tenants owe \$2,500.00 for May 2016 rent and that no other rent is due.

Therefore, pursuant to section 63(2) I find and order:

- That the landlord is entitled to compensation in the sum of \$2,500.00 for May 2016 rent;
- That pursuant to section 72 of the Act the landlord is entitled to retain the security deposit in the sum of \$1,250.00 in partial satisfaction of the claim;
- That the landlord is entitled to recover the \$100.00 filing fee from the tenants;
- That the landlord is entitled to a monetary order for the balance agreed owed of \$1,350.00.

Based on these determinations I grant the landlord a monetary order for the balance of \$1,350.00. In the event that the tenants do not comply with this order, it may be served on the tenants, filed with the Province of British Columbia Small Claims Court and enforced as an order of that Court.

The balance of the claim is dismissed.

Conclusion

The landlord is entitled to compensation for unpaid May 2016 rent.

The landlord may retain the security deposit.

The landlord is entitled to filing fee costs.

This decision is final and binding and 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: February 02, 2017

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Residential Tenancy Branch