



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MND, MNDC, MNSD, O, OPC

Introduction

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

- a. An Order for Possession for cause
- b. A monetary order in the sum of \$2800 for unpaid rent and damages
- c. An Order to retain the security deposit.
- d. An order to recover the cost of the filing fee

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 one month Notice to End Tenancy was served on the Tenants by posting on January 26, 2017. Further I find that the Application for Dispute Resolution/Notice of Hearing was personally served on February 28, 2017. 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 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 December 1, 2016. The rent is \$1600 per month payable on the first day of each month. The tenant paid a security deposit of \$800 at the start of the tenancy.

The landlord served a one month Notice to End Tenancy that set the end of tenancy for February 28, 2017. The tenants e-mailed the landlord that they could not vacate by that date. The landlord responded stating the rental unit had been re-rented for March 1, 2017 and she

would be seeking compensation for any additional costs to house the new tenant and for damages to the rental unit. The tenants testified they vacated the rental unit on February 28, 2017 and left the keys inside. The landlord testified she was unaware the tenants had vacated.

Settlement:

At 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 consent to the arbitrator granting an Order of Possession ordering the tenants to vacate forthwith.
- b. The landlord shall retain the security deposit in consideration for the release of all claims with respect to this tenancy including claims for loss of rent and damage to the rental unit.
- c. This is a full and final settlement and each party releases and discharges the other from all claims with respect to this tenancy.

As a result of this settlement I granted an Order of Possession requiring the tenants to give up possession to the landlord forthwith. All other claims made in this application are dismissed without leave to re-apply.

The tenant 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.

This decision is final and binding on both parties.

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: March 24, 2017

Residential Tenancy Branch