



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Quorus Properties Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

OPR; MNR; FF

Introduction

This matter was first considered by way of an ex parte Direct Request Proceeding on December 18, 2017. The adjudicator issued an Interim Decision, which should be read in conjunction with this Decision. The adjudicator adjourned the matter to be heard by participatory Hearing on January 11, 2018, in order that questions could be asked and answered with respect to the identity of the Landlord.

The Landlord's agent and both of the Tenants attended the participatory Hearing and gave affirmed testimony.

The Tenants acknowledged receipt of the Notice of Reconvened Hearing documents.

Issue(s) to be Decided

Is the Landlord entitled to an Order of Possession and a monetary award for unpaid rent?

Background and Evidence

The Landlord's agent testified that the Landlord purchased the rental property from the previous landlord on June 27, 2017. The Landlord's agent stated that he provided a copy of a Land Title Office document in evidence electronically, confirming the purchase. The electronic filing system was not available during the Hearing, due to technical difficulties. After the Hearing, I was able to sign onto the electronic filing base, but could not locate any Land Title Office document. However, based on the Landlord's agent's affirmed testimony, I am satisfied that the Landlord purchased the rental

property and therefore I find that the Landlord is the Tenants' landlord as defined by the Act.

This tenancy began on July 1, 2012. Monthly rent is \$1,150.00, due on the first day of each month.

The Landlord issued a 10 Day Notice to End Tenancy for Unpaid Rent on October 31, 2017, for \$1,150.00 in unpaid rent.

The Landlord provided a Proof of Service document which was signed by a witness, confirming that the Notice to End Tenancy was posted to the Tenants' door on October 31, 2017. Service in this manner is deemed to be effective 3 days after posting the document.

The Tenants did not pay all of the outstanding rent or make an Application for Dispute Resolution seeking to cancel the Notice to End Tenancy within 5 days of receipt of the Notice.

The Landlord's agent testified that he is holding a security deposit in the amount of \$550.00.

The Tenants testified that the Landlord had agreed not to pursue the Tenants for unpaid rent if the Tenants agreed to move out of the rental unit on November 30, 2017. The Tenants stated that they were unable to move out because they could not find anywhere to live. The Tenants stated that the Landlord intends to demolish the rental property.

The Landlord's agent agreed that the parties signed an agreement that the Landlord would not require unpaid rent as long as the Tenants moved out on November 30, 2017. Notwithstanding the fact that the Tenants did not move out of the rental unit as promised, the Landlord's agent stated that he is still prepared to forego payment of the rent arrears as long as the Tenants agree he can keep the security deposit.

The Tenants agreed that the Landlord could keep the security deposit. They stated that they intend to move out of the rental unit "on the weekend".

Analysis

I find that the Notice to End Tenancy is a valid notice to end the tenancy. I find that the Landlord is entitled to an Order of Possession.

The parties came to an agreement in full and final settlement of all outstanding rent owed to the Landlord. The parties agreed that the Landlord would keep the \$550.00 security deposit in full and final payment of any and all outstanding rent under the tenancy agreement.

I make no order with respect to recovery of the cost of the filing fee.

Conclusion

The Landlord is hereby provided with an Order of Possession **effective two days after service of the Order upon the Tenants.** This Order may be enforced in the Supreme Court of British Columbia.

The Landlord may retain the security deposit in the amount of **\$550.00** in full and final settlement of all rent monies due to the Landlord under the tenancy 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: January 11, 2018

Residential Tenancy Branch