



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PEMBERTON HOLMES PROPERTY MANAGEMENT JULIEN ANDRE
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDCL, MNRL, OPC, FFL

Introduction

This hearing dealt with the adjourned Application for Dispute Resolution by the Landlord filed under the *Residential Tenancy Act* (the “Act”), to enforce a One Month Notice to End Tenancy for Cause, (the “Notice”) issued on May 4, 2018, for a monetary order for unpaid rent, damages or compensation for losses under the *Act*, and for the return of their filing fee. The matter was set for a conference call.

Both parties attended the conference call hearing and were affirmed to be truthful in their testimony. Both parties were provided with the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing. The parties confirmed receipt of all evidence submissions.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Preliminary matters

At the outset of the hearing, both parties confirmed that the Tenant had moved out of the rental unit on June 30, 2018, and that an order of possession was no longer required.

The reason for the adjournment for the previous hearing, dated July 11, 2018, was to allow additional time for the Landlord to submit a second amendment to her application to increase the monetary claim and include a request to recover losses due to cleaning and repairs that had been required at the end of tenancy. It was noted that the Landlord had not submitted the additional amendment request as of the date of this hearing. The Landlord requested to amend her application during the hearing, this request was

denied. The Landlord requested to adjourn the hearing again in order to submit her amendment request in writing to this office; this request was also denied.

I determined that this hearing would continue on the sole matter contained in the Landlord's original amendment, date Jun 20, 2018, which requested a monetary order to recovery \$1,439.40 in outstanding rent and fee under the tenancy agreement.

Issues to be Decided

- Is the Landlord entitled to a monetary order for unpaid rent?
- Is the Landlord entitled to recover the cost of the filing fee?

Background and Evidence

The parties testified that the tenancy began on December 1, 2017, as a one-year fixed term. Rent in the amount of \$1,200.00 and monthly landscaping fees in the amount of \$143.40 were to be paid by the first day of each month. The parties agreed that the Tenant paid the Landlord a \$600.00 security deposit and a \$600.00 pet damage deposit.

Both parties agreed that the Tenant was served with the Notice issued on May 4, 2018, and that the Tenant moved out in accordance with that Notice on June 30, 2018.

During the hearing, both parties agreed that there is \$1,439.40 due in outstanding rent, late fees and landscaping fees at the end of this tenancy.

Section 63 of the *Act* allows for the parties to consider a settlement to their dispute during the hearing, and that any settlement agreement reached during the hearing may be recorded in the form of a decision and an order. In accordance with this, an opportunity for a settlement discussion was presented, and the parties came to an agreement on a settlement that would resolve their dispute.

During the hearing, the parties agreed to the following settlement:

1. The Tenant owes \$1,439.40 to the Landlord, in unpaid rent, late fees and landscaping cost.
2. The Tenant agreed that the Landlord could keep the security deposit and pet damage deposit to offset the above amount.

The above terms of the settlement agreement were reviewed with all parties at the end of the hearing, and all parties confirmed that they were entering into the settlement

agreement on a voluntary basis. They also confirmed understanding of the terms of the settlement agreement as full and final settlement of this matter.

Analysis

In order to enforce the conditions of the settlement agreement reached between the Landlord and Tenant, a Monetary Order for \$239.40 is granted to the Landlord; comprised of the \$1,439.40 in outstanding rent and fees, less the \$1,200.00 in deposits that the Landlord is currently holding for this tenancy.

Additionally, as the Landlord has been successful, I find that the Landlord is entitled to recover the \$100.00 filing fee paid for this application.

Conclusion

The parties are ordered to comply with the terms of the settlement agreement as outlined in this decision.

I grant a **Monetary Order** the Landlord in the amount of **\$339.40**. The Monetary Order must be served upon the Tenant and should the Tenant fail to comply with this Order; this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

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: September 10, 2018

Residential Tenancy Branch