



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, OPR, MNRL –S, FFL

Introduction

This hearing dealt with cross applications. The tenant filed to dispute a 10 Day Notice to End Tenancy for Unpaid Rent. The landlord applied for an Order of Possession and Monetary Order for unpaid rent; and, authorization to retain the security deposit. Both parties appeared or were represented at the hearing and had the opportunity to be make relevant submissions and to respond to the submissions of the other party pursuant to the Rules of Procedure.

At the outset of the hearing, I explored service of hearing documents. The tenant sent her hearing package to the landlord via email. The landlord confirmed this to be accurate and stated she is willing to accept service by email and proceed with this matter. The landlord sent her hearing package to the tenant by registered mail but she misspelled the tenant's name so the landlord re-sent the package on May 2, 2019. The landlord's package sent on May 2, 2019 was not picked up by the tenant. The tenant stated she had been out of town for most of May 2019. The tenant confirmed she understood the landlord had filed an application concerning the unpaid rent and the tenant was willing to proceed with hearing the matter. I was satisfied both parties had a full understanding as to the nature of the applications before me and were willing to proceed and I deemed both parties sufficiently served pursuant to the authority afforded me under section 71 of the Act.

The parties turned their minds to resolving this matter by way of a mutual agreement. A mutual agreement was reached and I have recorded it by way of this decision and the orders that accompany it.

The style of cause has been amended to reflect the correct spelling of the tenant's last name as well as the legal name of the landlord and the full address for the rental unit.

Issue(s) to be Decided

What are the terms of the mutual agreement?

Background and Evidence

During the hearing the parties reached the following agreement in resolution of these applications:

1. The tenant shall return vacant possession of the rental unit to the landlord by 2:00 p.m. on June 9, 2019 and the landlord shall be provided an Order of Possession to reflect this.
2. The tenant shall leave the rental unit undamaged and reasonably clean.
3. The tenant owes the landlord \$3,500.00 in rent for the months of March 2019 through May 2019. Plus, the landlord shall recover the \$100.00 filing fee from the tenant. The landlord is authorized to retain the tenant's \$750.00 security deposit in partial satisfaction of the amounts owed to the landlord and a Monetary Order for the balance.

Analysis

Pursuant to section 63 of the Act, I have the authority to assist parties in reaching a settlement agreement during the hearing and to record the agreement in the form of a decision or order.

I have accepted and recorded the mutual agreement reached by the parties during the hearing and I make the term(s) an Order to be binding upon both parties.

In recognition of the mutual agreement, I provide the landlord with an Order of Possession effective at 2:00 p.m. on June 9, 2019. Also in recognition of the mutual agreement, I authorize the landlord to retain the tenant's security deposit and I provide the landlord with a Monetary Order for the balance owing, calculated as follows:

Unpaid rent (March 2019 – May 2019)	\$3,500.00
Filing fee	100.00
Less: security deposit	<u>(750.00)</u>
Monetary Order	\$2,850.00

Conclusion

The parties resolved this matter by way of a mutual agreement that I have recorded in this decision.

In recognition of the mutual agreement, I provide the landlord with an Order of Possession effective at 2:00 p.m. on June 9, 2019. Also in recognition of the mutual agreement, I authorize the landlord to retain the tenant's security deposit and I provide the landlord with a Monetary Order in the amount of \$2,850.00.

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: May 31, 2019

Residential Tenancy Branch