

DECISION

Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution under the *Residential Tenancy Act* (the Act) for:

- An Order of Possession based on a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (10 Day Notice) under sections 46 and 55 of the Act
- A Monetary Order for unpaid rent under section 67 of the Act
- Authorization to retain all or a portion of the Tenant's security deposit in partial satisfaction of the Monetary Order requested under section 38 of the Act
- Authorization to recover the filing fee for this application from the Tenant under section 72 of the Act

This hearing dealt with the Tenants' Application for Dispute Resolution under the *Residential Tenancy Act* (the Act) for:

- Cancellation of the Landlord's 10 Day Notice to End Tenancy for Unpaid Rent (10 Day Notice) under sections 46 and 55 of the Act
- Authorization to recover the filing fee for this application from the Landlord under section 72 of the Act

Service of Notice of Dispute Resolution Proceeding (Proceeding Package)

I find that the Tenants were served on June 13, 2025, in accordance with section 89(1) of the Act. The Tenants acknowledged receiving the Proceeding Package and did not raise any concerns regarding service.

I find that the Landlord was served on June 6, 2025, in accordance with section 89(1) of the Act. Proof of service form was provided.

Service of Evidence

The Tenants acknowledged receipt of the evidence and did not raise any concerns regarding service. Based on the submissions before me, I find that the Landlord's evidence was served to the Tenants in accordance with section 88 of the Act.

The Landlord acknowledged receipt of the evidence and did not raise any concerns regarding service. Based on the submissions before me, I find that the Tenants' evidence was served to the Landlord in accordance with section 88 of the Act.

Preliminary Issue- Partial Settlement

The parties agreed to the following at the hearing:

1. The Tenants will vacate the rental unit by 6:00pm on July 15, 2025.

Should the Tenants fail to comply with the above, settlement agreement, I grant the Landlord an Order of Possession to take effect by **6:00pm on July 15, 2025**. The Landlord is provided with this Order and must serve it on the Tenants. If the Tenants fail to comply with the above settlement and the Order, this Order may be filed and enforced as an order of the Supreme Court of British Columbia.

Although the parties agreed to a move out date, I still must consider if the Landlord is owed a Monetary Order for unpaid rent.

Issues to be Decided

Is the Landlord entitled to a Monetary Order for unpaid rent?

Is the Landlord entitled to recover the filing fee for this application from the Tenants?

Is the Landlord entitled to retain all or a portion of the Tenants' security deposit in partial satisfaction of the unpaid rent requested?

Are the Tenants entitled to recover the filing fee for this application from the Landlord?

Background and Evidence

I have reviewed all evidence, including the testimony of the parties, but will refer only to what I find relevant for my decision.

Evidence was provided showing that this tenancy originally began in 2019, with the most recent tenancy agreement for August 1, 2023, with a monthly rent of \$3,200.00 due on the first day of the month, with a security deposit of \$1,175.00 and a pet damage deposit of \$1,175.00.

The Landlord served a 10 Day Notice for Unpaid Rent of \$1,200.00 on June 3, 2025 (the 10 Day Notice). The Tenants confirmed receipt of the 10 Day Notice.

The Tenants applied to cancel the 10 Day Notice, and the Landlord filled a cross application seeking an Order of Possession, Monetary Order and a request to retain the security deposit and/or pet damage deposit.

The Landlord's position is that there were two individuals living downstairs and 3 individuals living upstairs; however, the tenancy agreement and rent was for the entire property. The Landlord advised the downstairs tenants gave notice they were vacating May 8, 2025, and the Landlord texted the Tenants advising they owed full rent of \$3,200.00 for June 2025 or they could give notice they were also vacating. The Landlord advised the Tenants only paid \$2,000.00 for June 2025 rent and still owe the remaining \$1,200.00 for June 2025 rent. The Landlord also requested July 2025 rent be included in any monetary award.

The Tenants' position is that the Landlord agreed that the Tenants only had to pay \$2,000.00 for June 2025 and this was discussed in person on May 30, 2025, and then confirmed in an email with the Landlord on June 1, 2025. A copy of the email was provided. The Tenants stated in the email "I am just confirming I am sending you the 1800 to your email and the 500 to your partners email". In response the Landlord replied "yes you agree to pay \$2000.00".

In response the Landlord argued they did agree to accept \$2,000.00 for June 2025 rent because on May 30, 2025, the Tenants advised that was all they could pay, and the Landlord did not want to say "no" and then not receive any rent. The Landlord argued the Tenants could have communicated this sooner but instead waited until May 30, 2025.

Analysis

The parties agreed to a move-out date, which is recorded as a partial settlement above. As such, the only remaining issue is whether any unpaid rent is owed.

Is the Landlord entitled to a Monetary Order for unpaid rent?

Based on the testimony of both parties, I find there was an agreement that the Tenants only had to pay \$2,000.00 for June 2025 rent. The Landlord confirmed they had a conversation with the Tenants on May 30, 2025, agreeing to the Tenants paying \$2,000.00 for June 2025 rent.

The Landlord argued they only agreed to this because they did not want the Tenants paying nothing for rent and that the Tenants should have advised the Landlord of this sooner. However, I find that neither of these arguments invalidate the agreement the parties made that the Tenants only had to pay \$2,000.00. The agreement was further confirmed in the email exchange between the parties on June 1, 2025, where the Landlord states "yes you agree to pay \$2000". If the Landlord was still requiring the remaining \$1,200.00 be paid for June 2025 rent, the Landlord should have made this clear either in the email from June 1, 2025 or through another means of communication.

Based on the above, I find that the parties agreed to a reduced amount of rent owed for June 2025 and I decline to award the \$1,200.00 for June 2025 rent.

Additionally, I decline to award any amount for July 2025 rent. I find that the Landlord is pre-emptively asking for July 2025 rent when it is currently only June 2025 and July 2025 rent is not due until July 1, 2025. The Landlord is free to file a separate application to address any unpaid rent that accumulates for July 2025, but I find that I cannot award July 2025 rent before it is owed.

Is the Landlord entitled to retain all or a portion of the Tenants' security deposit in partial satisfaction of the monetary award requested?

As I have not granted a monetary award for the Landlord, I dismiss the Landlord's application to retain the Tenants' security deposit in partial satisfaction of the monetary award, without leave to reapply.

Is either party entitled to recover the filing fee for this application from the other?

As both parties were partially successful, I find the filing fee amounts awarded would be offset against each other. As such, I decline to award any amount for the filing fee for either party.

Conclusion

Should the Tenants fail to comply with the above, settlement agreement, I grant the Landlord an Order of Possession to take effect **by 6:00pm on July 15, 2025**. The Landlord is provided with this Order and must serve it on the Tenants. If the Tenants fail to comply with the above settlement and the Order, this Order may be filed and enforced as an order of the Supreme Court of British Columbia.

The Landlord's application for a monetary order for unpaid rent, authorization to retain the security deposit and recover the filing fee are dismissed without leave to reapply.

The Tenants' application to retain the filing fee is dismissed, without leave to reapply,

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under section 9.1(1) of the Act.

Dated: June 27, 2025

Residential Tenancy Branch