



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD, FF

Introduction

This hearing dealt with the landlord's application for an Order of Possession and Monetary Order for unpaid rent; and, authorization to retain the security deposit. The female tenant appeared and confirmed she was representing both named tenants. Both parties appeared at the hearing and were provided the opportunity to make relevant submissions, in writing and orally pursuant to the Rules of Procedure, and to respond to the submissions of the other party.

After hearing considerable testimony from both parties, the parties were able to reach a mutual agreement during the hearing.

Issue(s) to be Decided

What are the terms of the mutual agreement?

Background and Evidence

The parties provided consistent testimony that the monthly rent is \$600.00 and the tenants paid a \$300.00 security deposit. Both parties provided consistent testimony that the tenants have paid all or significantly all of the rent for August 2011 but that only one-half of the rent was paid for September 2011.

During the hearing, both parties agreed to the following terms in order to resolve this dispute:

1. The tenancy shall end and the tenants must vacate the rental unit no later than October 1, 2011.
2. The landlord is authorized to retain the tenants' \$300.00 security deposit in satisfaction of the rent owed for September 2011.
3. The tenants are responsible for repairing the damaged window screens before the end of the tenancy.

The parties were in dispute as to the tenants' responsibility for other damages in the rental unit. Both parties understood that the landlord retains the right to make a subsequent application for any other damages to the rental unit for which the tenants are responsible, if any. Also, if the tenants fail to repair the window screens as agreed upon, the landlord may seek compensation from the tenants by way of a subsequent application.

Analysis

I accept the mutual agreement reached between the parties and make the terms an Order to be binding upon the parties. In recognition of the mutual agreement I provide the landlord with an Order of Possession effective at 1:00 p.m. on October 1, 2011 to serve upon the tenants.

Since all or significantly all of the rent owed for August 2011 has been paid, I do not provide a Monetary Order for unpaid rent related to August 2011. I do authorize the landlord to retain the security deposit in satisfaction of rent owed to the landlord for September 2011 in accordance with the mutual agreement.

As further information for the parties, it is upon the landlord to provide the tenants with the opportunity to participate in a move-out inspection in accordance with the Act and Residential Tenancy Regulations. It is upon both parties to participate in the scheduled move-out inspection. A move-out inspection report must be prepared in accordance with the Act and Regulations. The parties may contact the Residential Tenancy Branch for further information concerning move-out inspection requirements.

Conclusion

This tenancy shall end October 1, 2011 by mutual agreement. The landlord is provided an Order of Possession effective October 1, 2011 to ensure vacant possession is returned to the landlord.

All or significantly all of the rent for August 2011 has been paid and the landlord is authorized to retain the tenants' security deposit for unpaid rent for September 2011.

The tenants are responsible for repairing the damaged window screens before the end of the tenancy and the landlord remains at liberty to make a subsequent application for any monetary losses associated to damages caused by the tenants.

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 14, 2011.

Residential Tenancy Branch