



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNR, OPR, FF

### Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution, seeking a monetary order for unpaid rent and to recover the filing fee for the Application, and an order of possession.

Both parties appeared at the hearing. The hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

### Preliminary Matter

The Tenant vacated the rental unit at the end of October 2012, and therefore, an order of possession was not necessary.

### Settlement Agreement

During the course of the hearing the parties came to a mutual agreement to resolve the dispute. Pursuant to section 63 of the Act, I am recording the settlement in this decision and order.

1. The Landlord and the Tenant agreed that the Tenant will pay the Landlord the sum of **\$2,465.00**, comprised of \$2,700 in rents for September and October of 2012, \$15.00 for two NSF charges incurred by the Landlord due to the NSF cheques of the Tenant, and the \$50.00 filing fee for the Application, *less the \$300.00 payment already made to the Landlord by the Tenant.*
2. The Tenant agreed that the Landlord may keep the security deposit of **\$675.00** in compensation for the loss of rent suffered by the Landlord, due to the Tenant not providing the required Notice to End Tenancy; and

3. The Landlord shall have a monetary order in the amount of **\$2,465.00**, enforceable in the Provincial Court of British Columbia.

The parties are commended for reaching an agreement to resolve this dispute.

### Conclusion

The parties have reached a settlement of the dispute, which is recorded above. The Landlord shall have a monetary order for \$2,465.00 payable by the Tenant, and the Landlord may keep the security deposit in compensation for loss of rent.

This decision is final and binding on the parties, unless otherwise provided under the Act, and is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: February 21, 2013

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Residential Tenancy Branch

