



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

Decision

Dispute Codes: MNR, MNSD, FF

Introduction

This hearing dealt with the landlord's application for a Monetary Order for unpaid rent, to retain the tenant's security deposit and recovery of the filing fee. Both parties were represented at the hearing had an opportunity to be heard and respond to the other party's submissions.

Issue(s) to be Decided

1. Landlord's entitlement to recover unpaid rent from the tenant.
2. Mutually agreeable terms to resolve this matter.

Background and Evidence

Upon hearing testimony from both parties I make the following findings. The month-to-month tenancy commenced June 30, 2008. The tenant was required to pay rent in the amount of \$875.00 on the 1st day of every month. On November 10, 2008 the tenant gave written notice to the landlord that she would be ending the tenancy on December 10, 2008; however, the tenant actually vacated the unit on November 29, 2008. The tenant cited issues with infestations of cockroaches and bedbugs in her letter of November 10, 2008 as the reason for ending the tenancy.

In filing this application, the landlord was seeking to recover unpaid rent for December 2008 and retain the tenant's security deposit.

During the hearing, the parties reached a mutually agreeable settlement. The landlord offered to settle this matter in exchange for retention of the tenant's security deposit and accrued interest on the deposit and the tenant's agreement not to pursue any future claims against the landlord with respect to this tenancy. The tenant's agent accepted the landlord's offer.

Analysis

I accept the mutual agreement reached between the parties and make it binding upon them. The landlord is authorized to retain the tenant's security deposit and accrued interest and is precluded from making any future claim against the tenant for loss of rent. In recognition of the terms of this settlement, the tenant is precluded from making any future claim against the landlord with respect to this tenancy.

As this claim has been settled, I make no award with respect to the filing fee paid by the landlord.

Conclusion

The parties reached a mutual agreeable settlement. The landlord is authorized to retain the tenant's security deposit and accrued interest in satisfaction of this application.

February 5, 2009

Date of Decision

Dispute Resolution Officer