



Dispute Resolution Services

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

Decision

Dispute Codes: MNR, MNSD, MNDC, FF

Introduction

This hearing dealt with two applications: 1) from the landlord for a monetary order as compensation for loss of rental income, costs associated with cleaning and minor repairs, retention of the security deposit in partial satisfaction of the claim, and recovery of the filing fee for this application; 2) from the tenants for return of the security deposit. Both parties participated in the hearing and gave affirmed testimony.

Issues to be Decided

- Whether either party is entitled to a monetary order under the Act

Background and Evidence

Pursuant to a written residential tenancy agreement, the month-to-month tenancy began on or around October 30, 2008. Monthly rent was \$575.00 and was due on the Ministry of Housing and Social Development's cheque issue date, which varied from month to month. A security deposit of \$287.50 was collected at the start of tenancy.

By letter dated January 8, 2009 the tenants informed the landlord of their intent to vacate the unit at the end of the month. Subsequently, the tenants left the unit on January 9, 2009.

The landlord issued a 10 day notice to end tenancy for unpaid rent dated January 21, 2009. The notice indicates that \$600.00 was due on January 21, 2009; this amount is comprised of \$575.00 for rent in addition to a fee of \$25.00 for late payment of rent, as provided for in the residential tenancy agreement. However, during the hearing the landlord confirmed that no rent remains outstanding for January 2009. The landlord

claims he received no rent for February and that new renters were not found until the end of February 2009.

The tenants informed the landlord in writing of their forwarding address and requested return of their security deposit by letter dated February 9, 2009. In their application the tenants took the position that they are entitled to full return of the security deposit.

During the hearing the parties engaged in a conversation in order to try to resolve the dispute.

Analysis

Pursuant to section 63 of the Act, discussion between the parties during the hearing led to a resolution of the dispute. Specifically, the parties agreed as follows:

- that the landlord will retain the tenants' full security deposit plus interest;
- that the landlord will seek no further compensation from the tenants related to loss of rental income, cleaning or repairs in the unit;
- that the landlord will withdraw his claim for recovery of the filing fee;
- that the above particulars comprise full and final settlement of the dispute for both parties.

Conclusion

Pursuant to the above agreement, I hereby order that the landlord retain the full amount of the tenants' security deposit plus interest, and I dismiss all other aspects of the respective claims from the parties.

DATE: May 12, 2009

Dispute Resolution Officer