



# **Dispute Resolution Services**

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

## **Decision**

**Dispute Codes:** OPR, OPB, MNR, MNSD, MNDC, FF

## **Introduction**

This hearing dealt with the landlord's application for an order of possession, a monetary order as compensation for unpaid rent / loss of rental income, retention of the security deposit in partial satisfaction of the claim, and recovery of the filing fee. Both parties participated in the hearing and gave affirmed testimony.

## **Issues to be Decided**

- Whether the landlord is entitled to any or all of the above

## **Background and Evidence**

There is no formal written residential tenancy agreement in place for this tenancy which the parties agree began on September 1, 2008. Monthly rent was \$980.00 and the tenant provided the landlord with post-dated cheques in this amount for each of the 9 months from September 2008 up to and including May 2009. As well, the landlord collected a security deposit from the tenant in the amount of \$490.00.

By way of e-mail dated January 5, 2009 the tenant informed the landlord of her intent to vacate the unit at the end of January 2009. Thereafter, there were communications between the parties in relation to matters including, but not limited to, the period of time agreed upon for the term of the tenancy, the proper length of notice required to end the tenancy, the tenant's liability for rent for the month of February and beyond, the nature of any agreement whereby the landlord would retain the tenant's security deposit in satisfaction of rent that may be owed for February 2009, and so on. The parties

exchanged views on these matters and more during the hearing, and expressed a mutual interest in attempting to achieve a settlement of 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, it was agreed as follows:

- that the landlord will retain the tenant's security deposit of \$490.00;
- that, further to the above, the tenant will forward cheque payment to the landlord in the full amount of \$610.00;
- that the above cheque will be forwarded by mail to the landlord at her home address (formerly the rental unit);
- that the tenant will put the above cheque into the mail by no later than midnight, Thursday, June 18, 2009;
- that the above particulars comprise full and final settlement of all aspects of the dispute for both parties.

### **Conclusion**

Pursuant to the above agreement, I hereby grant the landlord a monetary order under section 67 of the Act for **\$610.00**. Should it be necessary, this order may be served on the tenant, filed in the Small Claims Court and enforced as an order of that Court.

DATE: June 12, 2009

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Dispute Resolution Officer