



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes:

MNR, MNDC, MNSD, FF

Introduction

This hearing was scheduled in response to the Landlord's Application for Dispute Resolution, in which the Landlord has made application for a monetary Order for money owed or damage or loss; a monetary Order for unpaid rent, to retain all or part of the security deposit, and to recover the filing fee from the Tenant for the cost of this Application for Dispute Resolution.

Both parties were represented at the hearing. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present relevant oral evidence, to ask relevant questions, and to make relevant submissions to me. Witnesses were not called by either party.

Issue(s) to be Decided

The issues to be decided are whether the Landlord is entitled to a monetary Order for financial losses they incurred as a result of this fixed term tenancy ending early; to keep all or part of the security deposit; and to recover the filing fee from the Tenant for the cost of the Application for Dispute Resolution, pursuant to sections 38, 67, and 72(1) of the *Residential Tenancy Act (Act)*.

Background and Evidence

The Agent for the Landlord and the Tenant agree that they entered into a fixed term tenancy agreement that started on July 01, 2008 and was scheduled to end on June 30, 2009; that the Tenant gave notice in January of her intent to end the tenancy on March 31, 2009; and that the tenancy did end on March 31, 2009.

The Agent for the Landlord and the Tenant agree that the rental unit was advertised for rent in a timely manner. The Tenant did not dispute the testimony of the Agent for the Landlord, who stated that the rental unit has not yet been rented and that the Landlord

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has suffered a significant financial loss. The Tenant argued, however, that the financial loss experienced by the Landlord would have been significantly less if the Landlord had mitigated the damages by lowering the rent for the rental unit.

After considerable discussion, the Agent for the Landlord and the Tenant agreed that they would like to settle this dispute under the following terms:

- The Tenant will authorize the Landlord to retain the security deposit as partial compensation for the losses that resulted from the early end of this fixed term tenancy agreement
- The Tenant will further compensate the Landlord for their losses by making eight monthly instalments of \$356.25, for a total payment of \$2,850.00
- The Tenant will make the first payment on August 15, 2009 and will make seven subsequent payments on the fifteenth day of each subsequent month
- Neither party will file another Application for Dispute Resolution in relation to this tenancy.

Conclusion

Based on the settlement agreement that was agreed to by these parties, I hereby grant the Landlord a monetary Order in the amount of \$2,850.00. This Order may only be enforced if the Tenant fails to make any of the monthly payments outlined in this decision. In the event that the Tenant fails to comply with the repayment schedule, the Order may be served on the Tenant, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court, at which time it shall be reduced by any amount that has been remitted in satisfaction of this debt.

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: July 15, 2009.

Dispute Resolution Officer