



Dispute Resolution Services

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

Decision

Dispute Codes: MNR, MNDC, MNSD, FF

Introduction

This hearing dealt with two applications: 1) from the landlord for a monetary order for unpaid rent and compensation for damage or loss under the Act, retention of the security deposit in partial satisfaction of the claim, and recovery of the filing fee; 2) from the tenant for return of the security deposit and recovery of the filing fee. Both parties participated in the hearing and gave affirmed testimony.

Issues to be decided

- Whether either party is entitled to any of the above

Background and Evidence

The parties entered into a tenancy agreement on April 28, 2009 when the tenant paid a security deposit in the amount of \$524.00. Occupancy of the unit was to begin on May 1, 2009, however, the unit was not entirely ready for occupancy on that date. Rent in the amount of \$1,048.00 (including \$50.00 for parking) was to be payable on the first day of the month. Following from a series of events including interactions between the parties during the first few days of May 2009, by letter dated May 4, 2009, the tenant provided formal notice to the landlord of her intent to end the tenancy. Subsequently, the unit was re-rented effective June 1, 2009.

During the hearing the parties exchanged views on the circumstances giving rise to the dispute and undertook to achieve a resolution.

Analysis

Section 63 of the Act provides that the parties may undertake to settle their dispute during a hearing. Pursuant to this provision, 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 security deposit paid by the tenant in the amount of \$524.00;
- that, further to the above, the tenant will be credited with 4 days' rent in May in the amount of \$135.24, calculated as follows:
 - o $\$1,048.00$ (monthly rent) \div 31 (number of days in May 2009) = $\$33.81$
(daily rent)
 - o $\$33.81$ (daily rent) \times 4 (days worth of credit) = $\$135.24$ (subtotal credit)
- that, following from the above, the grand total credit to the tenant is \$659.24 ($\$524.00 + \135.24)
- that the tenant will mail cheque payment to the landlord for the balance of rent owed for May 2009, in the amount of \$388.76 ($\$1,048.00 - \659.24);
- that the tenant will enter the cheque payment into the mail by no later than midnight, Friday, August 28, 2009;
- that the above particulars comprise full and final settlement of all aspects of the dispute arising from this tenancy for both parties.

As the parties both benefited by way of their agreement to settle this dispute, I hereby dismiss their respective applications for recovery of the filing fee.

Conclusion

Following from the above agreement and pursuant to section 67 of the Act, I hereby order the tenant to mail cheque payment to the landlord in the full amount of **\$388.76 by no later than midnight, Friday, August 28, 2009.**

DATE: August 25, 2009

Dispute Resolution Officer