



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNSD, MNR

Introduction

This hearing dealt with the landlord's request to retain the tenants' security deposit and pet deposit in satisfaction of unpaid rent for June 2009. It should be noted that the passcode provided to the parties for the scheduled teleconference hearing was already booked for a separate hearing and the parties were provided a different passcode in order to appear in a different teleconference call available for the schedule date and time. One of the landlords and both tenants appeared at the reassigned teleconference call hearing and the landlord confirmed his wife and co-landlord was with him. Both parties were provided an opportunity to be heard and to respond to the other party's submissions.

Issues(s) to be Decided

1. Has the landlord established an entitlement for unpaid rent for June 2009?
2. Settlement between the parties.

Background and Evidence

The parties both agreed that the tenancy commenced September 15, 2008 for a fixed term set to expire June 30, 2009. The tenants were required to pay rent of \$1,850.00 on the 1st day of the month and had paid a \$925.00 security deposit and a \$925.00 pet deposit before the tenancy commenced. The tenants provided written notice to end the tenancy by placing it in the landlord's mailbox April 29 or 30, 2009 with an effective date of May 31, 2009. The tenants vacated the rental unit on May 31, 2009.

I heard the landlord put the rental unit up for sale shortly after receiving the tenant's notice. I heard the landlord did not advertise the rental unit for rent until June 2, 2009 as the landlord was of the belief the tenant would be paying rent for June 2009. The tenant denied that he told the landlord he would pay for June 2009 rent.

The tenants acknowledged they mistakenly believed their fixed term was to expire June 1, 2009 and proceeded to rent another unit effective June 1, 2009. The tenants attributed the confusion about the end date of the fixed term to losing their copy of the tenancy agreement and the landlord not provided them with another copy upon request.



Dispute Resolution Services

Page: 2

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During the hearing, the parties reached a mutually agreeable resolution to the dispute which I record as follows. The tenants agree to compensate the landlord the \$925.00 for loss of rent and the landlord accepts this offer in satisfaction of the claim against the tenants for loss of rent.

Analysis

I accept the mutual agreement reached between the parties as recorded above. As the landlord has possession of a total of \$1,850.00 in deposits held in trust for the tenants, I authorize the landlord to retain \$925.00 from the security deposit in satisfaction of the agreement reached between the parties and I Order the landlord to return the pet deposit of \$925.00 to the tenants forthwith.

To ensure payment of the pet deposit to the tenants, the tenants are provided a Monetary Order with a copy of this decision. The tenants must serve the landlord with the Monetary Order and may file it in Provincial Court (Small Claims) to enforce as an Order of that court.

Conclusion

This dispute was settled by mutual agreement whereby the landlord may retain the \$925.00 security deposit in satisfaction of loss of rent and the landlord must return the pet deposit to the tenants forthwith.

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: September 15, 2009.

Dispute Resolution Officer