

## **Decision**

**Dispute Codes:** MNDC, FF

### **Introduction**

This hearing dealt with an application from the tenant for a monetary order as compensation for damage or loss under the Act / regulation or tenancy agreement, in addition to recovery of the filing fee. Both parties participated in the hearing and gave affirmed testimony.

### **Issues to be decided**

- Whether the tenant is entitled to either or both of the above under the Act

### **Background and Evidence**

Pursuant to a written tenancy agreement, the month-to-month tenancy began on March 15, 2009. Rent in the amount of \$650.00 was payable in advance on the first day of each month, and a security deposit of \$325.00 was collected near the outset of tenancy.

Arising from an agreement between the parties, the tenant vacated the unit effective July 1, 2009. The parties presented differing accounts of the nature of conversations between them which led to this agreement. They agree, at least, that the landlord wished to make use of the unit for a limited period of time to accommodate guests who planned to attend a family wedding. However, they disagree as to whether there was also an understanding that a family member of the landlord's would be occupying the rental unit after the wedding. Ultimately, after the wedding guests had left the unit, no member of the landlord's family moved into the unit and the landlord then proceeded to advertise the unit for rent.

In reaching their agreement to end the tenancy, the parties did not make use of any forms available for such purposes such as the "Mutual Agreement to End a Tenancy," or the "2 month notice to end tenancy for landlord's use of property."

The tenant stopped payment on her June rent cheque which the landlord considers was unjustified. The tenant's security deposit was returned. In short, central issues in the dispute revolve around what the respective understandings were between the parties in regard to ending the tenancy, and whether or not the tenant has established entitlement to compensation pursuant to the fact that no family member moved into the unit.

During the hearing the parties exchanged views on the circumstances surrounding 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. Specifically, it was agreed as follows:

- that the landlord will mail cheque payment to the tenant in the full amount of **\$350.00**;
- that the above cheque will be put into the mail by no later than **midnight, Friday, November 27, 2009**;
- that the above particulars comprise full and final settlement of all aspects of the dispute arising from this tenancy for both parties.

### **Conclusion**

Following from the above and pursuant to section 67 of the Act, I hereby order the landlord to FORTHWITH make cheque payment to the tenant in the amount of **\$350.00**.

DATE: November 25, 2009

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Dispute Resolution Officer