



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes:

MNDC, MNSD, OLC, FF

Introduction

This hearing was scheduled in response to the tenant's Application for Dispute Resolution, in which the tenant haslandlord has made application for compensation for damage or loss under the Act, return of the deposit paid, that the landlord be Ordered to comply with the Act and to recover the filing fee from the landlord for the cost of this Application for Dispute Resolution.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained, evidence was reviewed and the parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to submit documentary evidence prior to this hearing, to present affirmed oral testimony and to make submissions during the hearing.

Preliminary Matters

The tenant applied for a monetary Order "up to \$1,600.00." No detailed calculation of the monetary claim was attached to the application. Evidence submitted by the tenant indicated a dispute related to utility costs; but that evidence failed to clearly detail the monetary claim amount, which included return of the deposit paid.

In the absence of a detailed calculation of the claim being made, as provided by section 59(5) of the Act, I declined to hear the tenant's claim for damage of loss under the Act.

Mutually Settled Agreement

During the hearing the following facts were agreed to by the parties:

- This was a 1 year fixed-term tenancy that commenced on May 1, 2010;

- Security and pet deposits in the sum of \$825.00 were paid on April 15, 2010;
- Rent was \$1,100.00 due on the first day of the month;
- Utilities were included in the rent;
- The tenancy ended on December 20, 2010, the day the tenant vacated; and
- That the landlord received the tenant's forwarding address on December 20, 2010.

The tenant agreed that she owes the landlord \$800.00 in unpaid rent. The landlord agreed that the tenant owes no more than \$800.00 in unpaid rent to the end of the tenancy.

The tenant agreed that the landlord could retain the deposit in the sum of \$800.00 to satisfy any claim the landlord may have for unpaid rent.

The balance of the deposits held by the landlord in the sum of \$25.00 will be retained by the landlord and if the landlord is provided with a monetary Order against the tenant in the future, that \$25.00 will be deducted from any amount owed by the tenant.

The tenant understood that the landlord may choose to proceed with a claim for damage or loss under the Act in relation to loss of rent revenue beyond December, 2010.

Conclusion

I declined to hear the tenant's claim for damage or loss under the Act.

The parties have reached a mutually settled agreement in relation to the deposits paid by the tenant. The landlord will retain \$800.00 in satisfaction of unpaid rent and this will satisfy any claim the landlord had for unpaid rent.

The balance of the deposit in the sum of \$25.00 held by the landlord will be applied to any future monetary Order, if the landlord is given such an Order.

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: December 22, 2010.

Dispute Resolution Officer