

Decision

Dispute Codes: MNR, MNDC, MNSD, FF

Introduction

This hearing dealt with the landlord's application for a monetary order as compensation for unpaid rent / compensation for damage or loss under the Act, regulation or tenancy agreement / retention 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 the landlord is entitled to any or all of the above under the Act, regulation or tenancy agreement

Background and Evidence

Pursuant to a written tenancy agreement, the fixed term of tenancy is from June 1, 2010 to May 31, 2011. Monthly rent is \$1,250.00 and a security deposit of \$625.00 was collected near the start of tenancy.

By way of e-mail dated on or about August 5, 2010, the tenant gave notice to the landlord of her intent to end the tenancy effective September 30, 2010. Thereafter, the landlord succeeded in finding new renters for the period from October 1, 2010 to August 31, 2011, at a monthly rent of \$1,100.00, which is \$150.00 less than rent agreed to with the tenant / applicant.

In his application the landlord seeks compensation for the \$150.00 difference between the two rents over the eight month period from October 1, 2010 to May 31, 2011 in the total amount of \$1,200.00 (8 x \$150.00). Further the landlord seeks to recover costs arising from three return trips between Squamish and Pemberton in relation to managing the end of tenancy (\$248.16), in addition to recovery of the filing fee (\$50.00).

Prior to the hearing and during the hearing itself, the parties exchanged views on some of the circumstances surrounding the dispute and undertook to achieve a resolution.

Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: www.rto.gov.bc.ca/

The attention of the parties is drawn to the following particular sections of the Act:

Section 34: **Assignment and subletting**

Section 38: **Return of security deposit and pet damage deposit**

Section 44: **How a tenancy ends**

Section 45: **Tenant's notice**

Section 63 of the Act provides that the parties may attempt 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 retain the tenant's full security deposit of \$625.00;
- that the landlord's retention of the tenant's full security deposit constitutes full and final settlement of all aspects of the dispute arising from this tenancy for both parties.

Conclusion

Pursuant to the agreement reached between the parties during the hearing, as above, I hereby order that the landlord retain the tenant's full security deposit of \$625.00.

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*.

DATE: February 10, 2011

Residential Tenancy Branch