

Decision

Dispute Codes: MNR, MNDC, MNSD, FF

Introduction

This hearing was convened in response to the landlord's application for a monetary order as compensation for unpaid rent or utilities / 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 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 was from September 1, 2010 to August 31, 2011. Monthly rent of \$900.00 was payable in advance on the first day of each month, and the tenant was also responsible for paying 35% of the monthly cost of hydro and gas. A security deposit of \$900.00 was collected.

By letter dated March 28, 2011, the tenant gave notice of her intent to end the tenancy effective April 30, 2011. Arising from rent which was unpaid when due on April 1, 2011, the landlord issued a 10 day notice to end tenancy for unpaid rent or utilities dated April 6, 2011. Subsequently, the tenant vacated the unit in approximately mid April. The landlord testified that while she advertised the unit on-line, new renters were not found until August 1, 2011.

Thereafter, the tenant filed an application for dispute resolution on April 1, 2011. In response to that application, a hearing was convened on April 27, 2011. By decision of that same date, the tenant's application was dismissed with leave to reapply. During this present hearing, the tenant claimed that she did not fully understand the process and was simply not sufficiently prepared to proceed with her claim on April 27, 2011.

For her part, the landlord filed an application for dispute resolution on April 21, 2011. During this present hearing which was scheduled in response to the landlord's application, the tenant testified that it was her understanding that her own application was also being considered. In this regard, it turns out that the tenant had not actually filed a further application for dispute resolution but, rather, she had sent a letter to the

Residential Tenancy Branch dated May 3, 2011, in which she detailed her claim for compensation.

Faced with the prospect of having to participate in yet another hearing in response to a possible future application by the tenant, during this present hearing both parties undertook to achieve a resolution of all matters in dispute.

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/

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 \$900.00;
- that, further to the above, the tenant will pay the landlord \$900.00, and that a monetary order will be issued in favour of the landlord to that effect;
- that the above payment will be by either certified cheque or bank draft made payable to:

- that the certified cheque or bank draft will be mailed to the landlord at the following address:

- that the certified cheque or bank draft will be put into the mail by no later than midnight, Wednesday, August 31, 2011;
- that the above particulars comprise full and final settlement of all aspects of the dispute for both parties, such that neither will file additional applications for dispute resolution.

Conclusion

I hereby Order that the landlord retain the security deposit of \$900.00.

Further to, and separate from the above, pursuant to section 67 of the Act I hereby issue a **monetary order** in favour of the landlord in the amount of **\$900.00**. Should it be necessary, this order may be served on the tenant, filed in the Small Claims Court and enforced as an order of that Court.

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: August 12, 2011

Residential Tenancy Branch