



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNSD and FF

Introduction

This application was brought by the landlord on October 3, 2011 seeking a Monetary Order for unpaid rent or utilities, recovery of the filing fee for this proceeding and authorization to retain the security deposit in set off against the balance owed.

As a matter of note, this tenancy was the subject of a hearing on September 28, 2011 on the tenant's application for return of the security deposit. That application was dismissed with leave to reapply on a finding that the tenant had not provided the landlord with her forwarding address in writing. The Dispute Resolution Officer then ascertained that the landlord was in receipt of the forwarding address as of five days following the hearing date and granted the landlord until October 18, 2011 to return the deposit or make application to claim against it, resulting in the present application.

Issue(s) to be Decided

This matter requires a decision on whether the landlord is entitled to a monetary award for the claims submitted and authorization to retain all or part of the security deposit in set off.

Background, Evidence and Analysis

This tenancy began on April 29, 2011 under a fixed term rental agreement set to end on April 30, 2011. Rent was \$900 per month and the landlord held a security deposit of \$450 paid on April 29, 2011.

The tenancy ended following domestic disharmony between the tenant and her co-tenant with their vacating from mid June to mid July 2011. The tenants did not give notice or provide a forwarding address.

The landlord was unable to find new tenants and has now listed the rental unit for sale.

Consent Agreement

During the hearing, the parties articulated the following consent agreement:

1. The landlord agreed to waive all claims for loss of rent to which he would have been entitled for breach of the fixed term agreement;
2. The tenant agrees that the landlord is entitled to retain the full security deposit in set off against unpaid utilities, rent and filing fee and she waives any further claims to its return.

This agreement is final and binding.

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 15, 2011.

Residential Tenancy Branch