



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNR, FF

Introduction

2 hearings were scheduled in this dispute which was initially scheduled in response to the landlord's application for a monetary order as compensation for unpaid rent or utilities / and recovery of the filing fee. Both parties participated in the first hearing and gave affirmed testimony; that hearing began at 9:30 a.m. on February 15, 2012 but came to an abrupt conclusion at approximately 10:15 a.m. as a result of a power outage which disabled the phones at the Residential Tenancy Branch (the "Branch"). Subsequently, the Branch was in contact with the parties and a second hearing was scheduled for February 21, 2012. Both parties also attended this second hearing.

Issue(s) to be Decided

Whether the landlord is entitled to the above under the Act, Regulation or tenancy agreement.

Background and Evidence

There is no written tenancy agreement in evidence for this month-to-month tenancy involving 2 tenants which began on March 1, 2011. Monthly rent of \$1,000.00 was payable in advance on the first day of each month, and each tenant paid a security deposit of \$250.00.

In early October 2011, each tenant gave separate notice to end the tenancy effective at the end of October 2011. Tenant "MR" (who is not a party to this dispute) vacated the unit on October 31, 2011 and received the full return of her security deposit of \$250.00.

The tenant / applicant in this dispute vacated the unit on November 1, 2011. The parties appear to agree that the tenant requested the return of his security deposit and informed the landlord in writing of his forwarding address on November 22, 2011. The landlord filed his application for dispute resolution on December 6, 2011 and still retains the tenant's security deposit.

The landlord testified that as the tenant had not vacated the unit by October 31, 2011, prospective new renters were unable to take possession on November 1, 2011. In the result, the landlord testified that the prospective new renters requested the return of their security deposit. The landlord claims that he was thereafter unable to find new renters until December 1, 2011. In summary, the landlord seeks loss of rental income for November 2011 of \$1,000.00, in addition to the recovery of his \$50.00 filing fee.

During both hearings 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

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 led to a resolution. Specifically, it was agreed as follows:

- that the landlord will retain the tenant's full security deposit of \$250.00;
- that the above agreement comprises full and final settlement of all aspects of the dispute arising from this tenancy for both parties, such that no future applications for dispute resolution concerning this tenancy will be filed by either party.

Conclusion

Pursuant to the agreement achieved between the parties, as above, I order that the landlord retain the tenant's security deposit of \$250.00.

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*.

Dated: February 21, 2012.

Residential Tenancy Branch