



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, MNSD, MNDC, FF

Introduction

This conference call hearing was convened in response to the landlord's application for a Monetary Order for damage to the rental unit and unpaid rent, for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement; to keep the security deposit; and to recover the filing fee associated with this application.

The landlord participated in the hearing and provided affirmed testimony. She testified that she served the Notice of a Dispute Resolution Hearing to the tenant by way of express mail, and provided a Canada Post tracking number. The landlord also stated that she sent the package by electronic correspondence, and that the tenant responded to confirm receipt. The tenant did not participate and the hearing proceeded in the tenant's absence.

At the outset, the landlord testified that she tenant moved out of province and that as a result of a most recent discussion the parties agreed to settle this matter informally. The landlord stated that for this reason the tenant would not participate in the hearing; she stated that they agreed that the tenant would compensate her for the balance of the fixed term tenancy in the amount of \$5850.00 as full settlement to this dispute.

This amount constitutes the balance of the rent owed under the fixed term tenancy for February, March, and April 2012. The landlord said that she agreed to have these payments deferred so that February rent will be paid April 1, 2012, March rent will be paid June 1, 2012, and April rent on August 1, 2012.

Analysis

I accept the landlord's undisputed testimony that she served the tenant with the Notice of Dispute Resolution in a proper manner pursuant to section 89 of the *Residential Tenancy Act*. I find that the tenant knew, or ought to have had knowledge of the date scheduled for this hearing. Based on the landlord's testimony, the tenant declined to participate under the understanding that she will reimburse the landlord \$5850.00 under the terms stated above as a mutually agreed settlement to this dispute.

Conclusion

The landlord settled this claim in the amount of \$5850.00. I authorize the landlord to retain the tenant's \$975.00 security deposit for a balance owing of \$4875.00. Should the tenant default in making payments as agreed, pursuant to Section 67 of the Act I grant the landlord a Monetary Order for \$4875.00.

This Order may be registered 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*.

Dated: March 15, 2012.

Residential Tenancy Branch