



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MND, FF

Introduction

This conference call hearing was convened in response to the landlord's application for a Monetary Order for damage to the unit and for unpaid rent; and to recover the filing fee associated with this application.

Both parties attended the hearing and provided affirmed testimony. They were given a full opportunity to be heard, to present evidence and to make submissions.

At the outset the landlord amended her application and withdrew the aspect of the claim concerning damages, stating that the unit was left undamaged and clean.

Issue(s) to be Decided

Is the landlord entitled to a Monetary Order, and if so for what amount?

Is the landlord entitled to recover the filing fee?

Background and Evidence

The rental unit consists of a suite in a multi-unit complex. Pursuant to a written agreement, the month to month tenancy started on December 1, 2011. The rent was \$750.00 per month and the tenant paid a security deposit of \$375.00.

The landlord testified that the tenant vacated prematurely on December 31, 2011, contrary to his notice to end tenancy on January 31, 2012.

In her documentary evidence, the landlord provided a copy of the tenant's Notice to End Tenancy dated December 20, 2012 (typographical error on the year), wherein the tenant addresses his reasons for moving-out; that he will not pay rent for January; and that he forfeits his security deposit in lieu of that month's rent.

The landlord also provided a copy of a Mutual Agreement to End Tenancy signed by both parties, in which they agree to end the tenancy on January 31, 2012.

The tenant did not dispute the evidence. He stated that he understood that despite his concerns with the rental unit, the landlord was entitled to full rent for January, and stated that he had already made arrangements with the landlord to pay \$450.00 as balance owing.

Analysis

Section 63 of the *Residential Tenancy Act* provides for the parties to resolve their dispute during the dispute resolution proceedings. Accordingly, the parties have agreed to the following:

- The tenant will pay the landlord \$450.00 in satisfaction of the unpaid rent for January 2012.
- Should the tenant default on this agreement, the landlord is awarded a monetary order for that amount.
- This agreement is final settlement concerning all aspects of this dispute related to this tenancy.

Conclusion

Pursuant to Section 67 of the Act, I grant the landlord a monetary order for \$450.00.

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 13, 2012.

Residential Tenancy Branch