



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNSD, FF

Introduction

This was the hearing of applications by the landlord for an order for possession and a monetary order for unpaid rent. The hearing was conducted by conference call. The landlord and her husband called in and took part. The tenant also attended the hearing. As of the date of the hearing the tenancy has ended and the sole issue on this hearing is the landlord's claim for unpaid rent

Issue(s) to be Decided

Is the landlord entitled to a monetary order and if so, in what amount?

Background and Evidence

The rental unit is a strata title apartment in Surrey. The tenancy was for a one fixed term. The tenant gave notice to move before the end of the fixed term. The landlord accepted the early termination of tenancy and in exchange for the tenant's assistance in permitting the unit to be shown to prospective purchasers, the landlord agreed to refund the tenant one half months rent for the last month of the tenancy. The tenant stopped payment of her May rent cheque and she moved out on or about May 17, 2012.

The landlord submitted two applications for dispute resolution. In the first application filed on April 24, 2012 the landlord requested an order for possession in anticipation of non-payment of May rent. In the second application filed on May 10, 2012 the landlord requested a monetary order in the amount of \$1,100.00 as payment of May rent.

Analysis and Conclusion

At the hearing the landlord acknowledged that the tenancy has ended and that the tenant was promised a refund of one half months' rent for the last month of the tenancy. The tenant decided not to pay the last month's rent instead of seeking a refund from the landlord.

Based on the documents submitted, and the testimony of the parties I find that the tenant is responsible for May rent, less a refund of \$550.00. I order that the landlord retain the tenant's security deposit of \$550.00 in full satisfaction of the amount due from the tenant for May rent.

The landlord and the tenant have agreed to participate in a condition inspection of the rental unit at a mutually agreeable time.

After the condition inspection has been conducted, the landlord will be at liberty to file an application for dispute resolution to claim for cleaning and repair costs if she determines that it is warranted.

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: May 31, 2012.

Residential Tenancy Branch