



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: OPB, MNSD, MNDC, FF

Introduction

This hearing concerns the landlord's application for an order of possession / retention of the security deposit / a monetary order as compensation for damage or loss under the Act, Regulation or tenancy agreement / and recovery of the filing fee. Both parties participated in the hearing and gave affirmed testimony.

Issue(s) to be Decided

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

Background and Evidence

Pursuant to a written tenancy agreement, a copy of which is not in evidence, the month-to-month tenancy for the subject unit began on April 1, 2011. Monthly rent of \$850.00 was due and payable in advance on the first day of each month, and a security deposit of \$425.00 was collected.

By letter dated April 15, 2012, the landlord received notice from the tenants to end tenancy effective May 31, 2012. Thereafter, the landlord found new renters whose tenancy was to commence in the subject unit on June 1, 2012. However, the landlord claims that on May 29, 2012 the tenant informed her that he would not be vacating the unit. The tenant claimed that it was his partner who gave notice and that he himself had no intention of ending the tenancy. The landlord then informed the new renters that the subject unit would not be available, and another unit was rented to them in the complex. As a result, the landlord stated that the net loss of rent for June 2012 is \$50.00.

The landlord then issued a 1 month notice to end tenancy for cause dated May 30, 2012. The notice was served in person on the tenant on that same date. A copy of the notice was submitted in evidence. The date shown on the notice by when the tenant must vacate the unit is June 30, 2012. Reasons shown on the notice for its issuance are as follows:

Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so

Tenant has assigned or sublet the rental unit without landlord's written consent

Subsequent to the application which is before me, the landlord issued a 10 day notice to end tenancy for unpaid rent, and the tenant vacated the unit on or about June 13, 2012. As the tenant has vacated the unit, the landlord withdrew the application for an order of possession.

During the hearing 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 speaks to **Opportunity to settle dispute**. Pursuant to this provision, discussion led to a resolution and it was specifically agreed as follows:

RECORD OF SETTLEMENT

- that the landlord will withhold \$225.00 from the tenant's security deposit;
- that the landlord will pay the balance of the security deposit to the tenant in the amount of \$200.00 (\$425.00 - \$225.00), and that a monetary order will be issued in favour of the tenant to that effect;
- that the above payment will be by cheque made payable to the tenant;
- that the tenant will take delivery of the above cheque from the landlord's agent's office which is located as follows:

49862 Yale Road, Chilliwack, BC V2P 6H4

- that the tenant will contact the landlord's office by telephone at 604-794-3451 in order to confirm exactly when the cheque will be ready for pick up;

- that the cheque will be available for pick up no later than fifteen (15) days after the date of today's hearing (June 19, 2012) which is Wednesday, July 4, 2012;
- that the above particulars comprise full and final settlement of all aspects of the dispute arising from this tenancy for both parties.

Conclusion

I hereby order that the landlord may withhold **\$225.00** from the tenant's security deposit.

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the tenant for the balance of the security deposit which is **\$200.00**. Should it be necessary, this order may be served on the landlord, filed 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: June 19, 2012.

Residential Tenancy Branch