



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding The Westar
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OLC, FF

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement pursuant to section 62; and
- authorization to recover his filing fee for this application from the landlord pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions and to discuss the issues in dispute with one another. The landlord confirmed that on March 1, 2013, the tenant handed the landlord's building manager a written notice to end this tenancy on April 1, 2013. The landlord also confirmed that the tenant handed the landlord's building manager a copy of the tenant's dispute resolution hearing package on March 6 or 7, 2013. I am satisfied that the tenant served these documents to the landlord.

Issues(s) to be Decided

Should an order be issued against the landlord arising out of this tenancy? Is the tenant entitled to recover his filing fee from the landlord?

Background and Evidence

This tenancy commenced as a one-year fixed term tenancy on November 1, 2005. At the expiration of the initial fixed term, the tenancy continued as a periodic tenancy. Monthly rent is currently set at \$985.00, payable in advance on the first of each month. The landlord continues to hold the tenant's \$422.00 security deposit paid on or about November 1, 2005. The tenant said that he has removed all of his belongings from the rental unit and is in the process of cleaning the premises for transfer of possession to the landlord over the weekend of March 29, 2013 to April 1, 2013.

The tenant applied for dispute resolution because he did not believe that he should be held responsible for unpaid rent after he vacates the rental unit by April 1, 2013. He

disagreed with the landlord's proposal that he pay any portion of the April 2013 rent that the landlord is unable to recover from a new tenant.

At the hearing, the landlord testified that he has been successful in locating a new tenant who is to take possession on April 15, 2013. The landlord said that he would only be seeking one-half month's rent from the tenant.

Analysis

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order. During the hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to resolve the issues under dispute in the tenant's application and arising out of this tenancy under the following final and binding terms:

1. The tenant agreed to withdraw his application for dispute resolution.
2. Both parties agreed that the all monetary issues arising out of this tenancy at this time are resolved by the tenant's agreement to let the landlord keep his security deposit plus applicable interest.
3. The landlord agreed to not initiate an application for dispute resolution to seek any unpaid rent for April 2013.
4. Both parties agreed that this settlement agreement constituted a final and binding resolution of all issues currently under dispute arising out of this tenancy.

Conclusion

As per the terms of the parties' settlement agreement, the tenant's application is withdrawn. In accordance with the parties' settlement agreement, I order the landlord to retain the tenant's security deposit plus applicable interest.

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 28, 2013

Residential Tenancy Branch