



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Oak West Realty Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNR, MNDC, FF

### Introduction

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

- a monetary order for unpaid rent and for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67; and
- authorization to recover the filing fee for this application from the tenants 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, to call witnesses and to cross-examine one another. The male tenant (the tenant) testified that he had authority from the other tenant, his wife, to act on her behalf. He was represented by legal counsel at this hearing.

The landlord's representative (the landlord) confirmed that on February 18, 2013, the tenants provided the landlord with a written notice to end this tenancy by March 15, 2013. The landlord said that the tenancy ended on or about March 15, 2013, by which time the tenants had surrendered their keys to the rental unit. The tenant confirmed that the tenants received a copy of the landlord's dispute resolution hearing package sent by the landlord by registered mail on November 19, 2013. The landlord entered written evidence that this package was received by the tenants on November 20, 2013. I am satisfied that the above documents and the landlord's written evidence, the only evidence submitted, were served to one another in accordance with the *Act*.

### Issues(s) to be Decided

Is the landlord entitled to a monetary award for unpaid rent, losses and damages arising out of this tenancy? Is the landlord entitled to recover the filing fee for this application from the tenants?

### Background and Evidence

This one-year fixed term tenancy commencing on July 23, 2012 was scheduled to end on July 31, 2013. Monthly rent was set at \$6,100.00, payable in advance on the first of each month. The landlord continues to hold the tenant's \$3,050.00 security deposit paid on July 21, 2012.

The landlord's claim for a monetary award of \$25,000.00 included the following items:

<b>Item</b>	<b>Amount</b>
Unpaid Rent/Loss of Rent March 1, 2013 to June 30, 2013 (4 months @ \$6,100.00 = \$24,400.00)	\$24,400.00
Landlord's Loss of Rent July 2013 (\$6,100.00 - \$5,300.00 = \$800.00)	800.00
Liquidated Damages	3,202.50
Less Security Deposit	-3,050.00
<b>Total of Above Items</b>	<b>\$25,352.50</b>

### 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 all issues arising out of the landlord's application and this tenancy under the following final and binding terms:

1. The tenants agreed to pay the landlord a total of \$15,250.00 on or before March 31, 2014.
2. The tenants agreed to allow the landlord to retain the tenants' security deposit.
3. The landlord agreed that the monetary terms outlined in this agreement as outlined above constituted a final and binding resolution of all monetary issues identified in the landlord's application for dispute resolution.
4. Both parties agreed that the terms of this settlement agreement as outlined above constituted a final and binding resolution of all issues monetary and otherwise arising out of the landlord's application and this tenancy, and furthermore agreed that they will not initiate any new action of any type arising out of this tenancy.

Conclusion

In order to implement the above settlement reached between the parties and as discussed at this hearing, I issue a monetary Order in the landlord's favour in the amount of \$15,250.00. I deliver this Order to the landlord in support of the above agreement for use **only** in the event that the tenants do not abide by the terms of the above settlement. The landlord is provided with these Orders in the above terms and the tenant(s) must be served with a copy of these Orders as soon as possible after a failure to comply with the terms of the above settlement agreement. Should the tenant(s) fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders of that Court.

As per the parties' agreement and as discussed at this hearing, I order the landlord to retain the tenants' security deposit.

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 07, 2014

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Residential Tenancy Branch

