



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Kenson Realty
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR, MNSD, FF, O

Introduction

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

- a monetary order for unpaid rent pursuant to section 67;
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38;
- authorization to recover the filing fee for this application from the tenant pursuant to section 72 and
- other remedies, identified as a request to recover the landlord's loss of rent during the remainder of this tenancy, pursuant to section 67.

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 landlord's agent (the landlord) confirmed that on January 30, 2013, the landlord received the tenant's notice to end tenancy effective February 28, 2013. The tenant confirmed that he received a copy of the landlord's dispute resolution hearing package sent by the landlord by registered mail on January 29, 2014. The tenant also confirmed that he received copies of the landlord's written evidence, the only written evidence submitted for this hearing. I am satisfied that the parties served one another with the above documents.

Issues(s) to be Decided

Is the landlord entitled to a monetary award for unpaid rent? Is the landlord entitled to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary award requested? Is the landlord entitled to recover the filing fee for this application from the tenant?

Background and Evidence

This one-year fixed term tenancy began on December 1, 2012. According to the terms of the parties' fixed term Residential Tenancy Agreement, entered into written evidence by the landlord, the monthly rent was set at \$1,380.00, payable on the first of each

month. The landlord continues to hold the tenant's \$690.00 security deposit paid on December 1, 2012.

The landlord's application for a monetary award of \$2,630.00 included a request for unpaid rent of \$1,380.00 for each of March 2103 and April 2013. By May 1, 2013, the landlord had located a new tenant who took possession of the premises for the remaining seven months of the original fixed term tenancy at a monthly rent of \$1,300.00. The landlord's application also included a request for the recovery of \$80.00 per month for each of the seven months from May 1, 2013 until November 30, 2013, the end date of the original tenancy. The landlord also requested the recovery of the \$50.00 filing fee from the tenant and authorization to retain the tenant's security deposit.

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 tenant agreed to pay a total of \$2,680.00 to the landlord in installments by June 30, 2014.
2. The tenant agreed to allow the landlord to retain the security deposit for this tenancy.
3. Both parties agreed that the monetary terms of this settlement agreement as outlined above constituted a final and binding resolution of all issues arising out of this tenancy for both parties.

Conclusion

In order to implement the above settlement reached between the parties, I issue a monetary Order in the landlord's favour in the amount of \$2,680.00. I deliver this Order to the landlord in support of the above agreement for use **only** in the event that the tenant does not abide by the terms of the above settlement. The landlord is provided with these Orders in the above terms and the tenant 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 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.

In accordance with the settlement agreement between the parties, I order the landlord to retain the tenant's 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: May 05, 2014

Residential Tenancy Branch

