



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Concert Realty Services Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR, MNSD, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order for unpaid rent and to recover the RTB filing fee.

Both the landlord and tenant attended the teleconference hearing and gave affirmed evidence.

Issue(s) to be Decided

Is the landlord entitled to a monetary order for unpaid rent?

Background and Evidence

The tenancy agreement signed by the parties indicates the tenancy started July 1, 2011 and the tenant was initially obligated to pay \$1,455.00 rent monthly in advance on the first day of the month. The parties agree that the rent was later increased to \$1,525.00. The tenant also paid a security deposit of \$727.50.

The parties agree that the tenant gave notice on December 1, 2013 that she would be vacating the rental unit on December 31, 2013. The landlord gave evidence that they advertised for a new tenant immediately and had their first showing on December 4, 2013. The rental unit was advertised at \$1,550.00. The landlord's evidence is that the rental unit was advertised on a variety of rental websites.

The landlord gave evidence that they showed the rental unit 17 times over December 2013 and January 2014. The landlord's evidence is that they were not able re-rent the rental unit until February 1, 2014. The new tenants are obligated to pay \$1,550.00 in rent.

The landlord claims \$1,525.00 from the tenant for loss of rent for the month of January 2014, on the basis that the tenant did not give a full month's notice. The landlord also claims a total of \$413.10 for rental unit cleaning, carpet cleaning, and blind cleaning and replacement. The landlord's total claim is \$1,938.10.

Analysis

Section 63 of the Act provides that the parties may settle their dispute in the hearing, and the director may record the settlement in the form of a decision or an order. Pursuant to this provision, discussion led to a resolution and it was specifically agreed as follows:

RECORD OF SETTLEMENT

1. That the landlord will retain the tenant's security deposit of \$727.50;
2. That the tenant will pay the landlord the sum of \$448.60 by the end of the day on May 9, 2014; and
3. That this agreement reflects a full and final settlement of all claims arising from the tenancy.

Conclusion

As the parties have settled the matters at issue, no further action is necessary and the file is closed.

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 08, 2014

Residential Tenancy Branch

