



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes: MNDC, FF

### Introduction

This hearing was scheduled in response to the tenant's application for a monetary order as compensation for damage or loss under the Act, Regulation or tenancy agreement (\$725.00), and recovery of the filing fee (\$50.00). Both parties attended and gave affirmed testimony.

### Issue(s) to be Decided

Whether the tenant is entitled to the above under the Act, Regulation or tenancy agreement.

### Background and Evidence

There is no written tenancy agreement, and by way of verbal agreement between the parties the tenancy was to begin on January 01, 2014. It was further agreed that monthly rent of \$1,450.00 would be due and payable in advance on the first day of each month. The tenant paid a security deposit of \$725.00 by way of cheque dated November 17, 2013; this cheque was cashed by the landlord on November 19, 2013.

On November 29, 2013 the landlord received an offer to purchase the unit. It is understood that the prospective purchaser was not informed of the tenancy agreement entered into by the parties. Thereafter, the landlord undertook to contact the tenant in order to attempt to resolve what was experienced as a difficult set of circumstances. After several interactions back and forth by way of text message, by way of text message dated December 07, 2013, the landlord offered to "help [the tenant] out by covering half a month's rent for January regardless of what happens." By way of text message reply, the tenant thanked the landlord and stated in part, that the offer "shows good faith and will help me out but if this deal falls through is the [unit still on the market]?" In reply the landlord texted: "We will not list it if you are renting it from us."

Following this, on December 10, 2013 the landlord confirmed for the tenant by way of text message that the unit had indeed been sold. The landlord then issued cheque

payment to the tenant in the amount of \$1,450.00 by date of December 11, 2013; the cheque was mailed to the tenant who cashed it on December 27, 2013. The cheque reflects reimbursement of the tenant's security deposit of \$725.00, in addition to compensation for ½ month's rent in "good faith" of \$725.00.

In her application the tenant seeks further compensation in the amount of ½ month's rent of \$725.00, claiming that under the circumstances she is entitled to compensation the equivalent of one month's rent under the tenancy agreement. The tenant also seeks recovery of the \$50.00 filing fee.

The tenant still presently resides in the unit which was her home during the time when all of the foregoing transactions / communications took place between the parties.

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 Branch Policy Guidelines, forms and more can be accessed via the website: [www.rto.gov.bc.ca](http://www.rto.gov.bc.ca)

It is noted that the parties transacted their entire landlord – tenant relationship in the absence of any significant formal documentation. Specifically, there is no written tenancy agreement, a written notice to end tenancy was not issued by the landlord, the tenant did not give written notice to end tenancy, and a "Mutual Agreement to End a Tenancy" document was not completed.

It is also noted that after the tenant was informed conclusively on December 10, 2013 that the unit had been sold, and after cashing the landlord's cheque for \$1,450.00 on December 27, 2013, it was not until February 13, 2014 when the tenant sought additional compensation by way of filing her application for dispute resolution.

Section 63 of the Act speaks to the **Opportunity to settle dispute**, and provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion led to a resolution and it was specifically agreed as follows:

### **RECORD OF SETTLEMENT**

- that the landlord will pay the tenant **\$387.50**, that being ½ the total amount sought by the tenant in her application for dispute resolution ( $\$775.00 \div 2$ );

- that a **monetary order** will be issued in favour of the tenant for \$387.50;
- that the above payment will be by **cheque** and mailed to the tenant at her address as shown on the application for dispute resolution;
- that the above cheque will be put into the mail by not later than **midnight, Friday, June 20, 2014**;
- that the above particulars comprise **full and final settlement** of all aspects of the dispute arising from this tenancy for both parties.

### Conclusion

The parties have resolved their dispute pursuant to the terms set out above in the **RECORD OF SETTLEMENT**.

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the tenant in the amount of **\$387.50**. 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 03, 2014

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Residential Tenancy Branch

