



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding REGENT PINNACLE REALTY INC.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes O, FF

Introduction

The landlord applies for an order of possession however by the time of hearing the tenant had vacated. The landlord wished to claim for rent and loss of rental income. Though not claimed in the application, the parties agreed to mediate the issue.

As a result, an agreement was reached to deal with all monetary issues between the parties at this time.

It was agreed that the tenant will pay \$500.00 for June rent and \$250.00 for one-half July rent, plus \$25.00 of the \$50.00 filing fee. It is acknowledged that the tenant had tendered a cheque for June rent but the landlord declined to cash it, thinking that such an action might revive the tenancy it considered at an end.

It was agreed the landlord may retain the \$250.00 security deposit and interest, which I calculate to be \$24.01, in reduction of the amount awarded. There will be a monetary order against the tenant for the remainder of \$400.99.

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: July 18, 2014

Residential Tenancy Branch

