



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **FINAL DECISION**

### Dispute Codes:

**MNDC, MNSD, OLC, FF**

### Introduction

This reconvened hearing was scheduled in response to the tenant's Application for Dispute Resolution, in which the tenant has requested return of the security deposit and three months' rent previously paid to the landlord, an Order the landlord comply with the Act and to recover the filing fee costs.

At the start of the reconvened hearing I introduced myself and the participants. The parties who attended the May 4, 2015 hearing were reminded they continue to provide affirmed testimony. Respondent C.L. was affirmed.

The interim decision issued on May 6, 2015 was reviewed with the parties. C. L. confirmed receipt of that decision. C.L. submitted 17 pages of evidence to the RTB; that evidence was not given to the tenant. The tenant agreed the evidence could be referenced during the hearing as it contained documents related to the sale of the rental unit.

C.L. confirmed receipt the tenant's 33 page evidence package within the required time limit. A copy of that evidence was supplied to the RTB.

### Issue(s) to be Decided

Is the tenant entitled to compensation for damage or loss under the act in the sum of \$2,400.00?

Is the tenant entitled to return of the \$400.00 security deposit?

### Mutually Settled Agreement

After over one hour of testimony the parties agreed to mutually settle this matter. For clarity I will refer to the tenant, the respondent C.L. as "seller" and respondents K.L. and J.T. as "purchaser."

There was no dispute that the tenant signed a six month fixed term tenancy agreement on June 20, 2014, at which time she was given the keys to the rental unit. Rent was due on the 20<sup>th</sup> day of each month.

The seller said he was given a security deposit and June – July and August 20, to September 21, 2014 rent.

On July 14, 2015 an offer of purchase was accepted by the seller. The possession date was July 31, 2014.

On July 15, 2014 the tenant emailed the seller to tell him she had never moved into the rental unit and that she wanted the pre-paid rent and her deposit returned. The seller did not accept this email as notice to end the tenancy and did not respond to the tenant until August 25, 2014. By this time the unit had sold and August rent and the security deposit had been given to the purchasers.

It was not until October 3, 2014 that the purchasers discovered the tenant had not been living in the rental unit. Rent due on September 20, 2014 had not been paid.

The tenant did not know how to locate the purchasers' and it was not until she completed a title search that she was able to serve them with Notice of this hearing.

The purchasers said that they have suffered a loss.

The tenant said that she may have handled this matter in a way that did not comply with the legislation.

The seller said that he did not believe the tenancy had ended properly.

I explained the potential liability for the parties; however it was clearly stated that I did not know what my final decision would be. The parties, when asked, decided that they would reach a mutually settled agreement as follows:

- The tenants' claim is withdrawn and another application will not be made naming either the seller or purchaser;
- The purchasers will not make any claim against any party in relation to the tenancy that commenced on June 20, 2014; and
- The seller will not make any claim against any of the parties related to this tenancy.

Section 62(3) of the Act provides:

*(3) The director may make any order necessary to give effect to the rights, obligations and prohibitions under this Act, including an order that a landlord or*

*tenant comply with this Act, the regulations or a tenancy agreement and an order that this Act applies*

Therefore, in support of the agreement of the parties I Order and find, pursuant to section 62(3) of the Act that all matters related to the tenancy that commenced on June 20, 2014 are settled. I Order that none of the parties may pursue an application naming the other in relation to this tenancy.

This decision is final and binding and 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 22, 2015

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Residential Tenancy Branch

