



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Codes: MND, MNR, MNDC, FF

Introduction:

The landlord made a monetary claim for compensation for loss of revenue and repairs necessitated by the tenant's repudiation of a fixed term tenancy. Both parties attended the conference call hearing. All parties acknowledged receipt of each other's evidence except for the landlord's package of August 2015 which neither I nor the tenant had received. I did not rely on that portion of the evidence.

Facts:

A one year tenancy began on April 12, 2015 with rent in the amount of \$ 3,950.00 due in advance on the first day of each month. The tenant paid a security deposit and pet deposit totalling \$7,900.00 plus \$ 1,307.00 for ten days rent for a total amount of \$ 9,217.00 on April 12, 2015. The tenant refused to move into the unit and the landlord claimed for loss of revenue and repair expenses.

Settlement:

The parties settled this matter and they have asked that I record the agreement pursuant to section 63(2) as follows:

- a. In satisfaction for all claims the landlord and tenant now have or may have arising from this tenancy the parties agree that the landlord will be permitted to retain the sum of \$ 7,160.00 from (\$ 9217.00) all of the money aforementioned that the landlord received from the tenant on April 12, 2015,

- b. In satisfaction for all claims the landlord and tenant now have or may have arising from this tenancy the parties agree that the landlord shall pay the tenant the sum of \$ 2,057.00, and
- c. In consideration for this mutual settlement the parties agree that no further claims will be made by either party whatsoever arising from this tenancy.

Conclusion:

As a result of the settlement I ordered that the landlord retain the sum of \$ 7,160.00 from all of the money aforementioned that the landlord received from the tenant on April 12, 2015, and I granted the tenant a monetary Order in the amount of \$ 2,057.00. This order may be filed in the Small Claims Court and enforced as an order of that Court. There shall be no order as to reimbursement of the filing fee as one half of the fee was included in the amount that the landlord is retaining. I have dismissed all other claims made by the landlord without leave to reapply.

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: November 24, 2015

Residential Tenancy Branch

