



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNDC, MNSD, FF

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the "Act") for Orders as follows:

1. A Monetary Order for unpaid rent - Section 67;
2. A Monetary Order for compensation - Section 67;
3. An Order to retain the security deposit - Section 38; and
4. An Order to recover the filing fee for this application - Section 72.

The Landlord and Tenant were each given full opportunity under oath to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

Background and Evidence

The following are agreed facts: the tenancy started on October 1, 2010 and ended on January 28, 2016. Rent of \$1,800.00 was payable monthly. No rent was paid for December 2015 and January 2016. At the outset of the tenancy the Landlord collected \$1,075.00 as a security deposit. The Parties mutually conducted a move-in and move-out inspection with completed reports copied to the Tenant. The security deposit has not been returned.

The Landlord states that the unit was sold by the owner who was Landlord KL and not a numbered company. The Landlord states that she obtained evidence for this application from Landlord KL who could not attend the hearing as he was out of the country. The Landlord states that the tenancy was ended by a 2 month notice to end tenancy for landlord's use (the "Notice") indicating that the purchasers were going to move into the unit. The Landlord states that she does not know who the purchasers are or were. The Landlord states that the Tenants were to move out on December 1, 2015 when possession by the purchasers was to take place. The Landlord states that the transfer of the property was delayed until after the Tenant moved out and as a result the Landlord incurred mortgage interest costs. The Landlord provides an email with the subject line indicating a mortgage with a numbered company and "approximate interest charged for Dec & Jan" as \$5,823.06. The Landlord claims unpaid rent for December 2015 and January 2016 and the mortgage interest. No mortgage or property transfer documents were provided as evidence.

The Tenant states that because of serious medical issues and a death in the family moving out of the unit in time was extremely difficult. The Tenant states that it contacted Landlord KL directly during September and October 2015 and that Landlord KL agreed that the Tenants could stay until

just before Christmas 2015 and that Landlord KL would again review the Tenant's request to stay longer after this date. The Tenant states that after this date Landlord KL again agreed to extend the Tenant's stay again in the unit. The Tenant states that they offered Landlord KL to pay the rent in December 2015 and January 2016 but the Landlord said it was ok. The Tenant states that Landlord KL told the Tenant that he did not know who purchased the property. The Tenant states that it researched the property and discovered that the unit was not sold until January 2016 and was then flipped to another party. The Tenant states that the unit was never occupied by anyone and that the unit still sits empty. The Tenant states that it will be making an application to claim two months' compensation in relation to the rental unit not being occupied by the purchasers as stated in the Notice.

The Parties agreed to settle the dispute and did so during the hearing.

Settlement Agreement

The Parties mutually agree as follows:

- 1. The Landlord will return the security deposit of \$1,075.00 to the Tenant ensuring that the Tenant receives the deposit no later than September 30, 2016;**
- 2. The Landlord and Tenant have no claims against each other and will not in the future make any claims against each other in relation to the tenancy, rent payable, or the service of the two month notice to end tenancy for landlord's use; and**
- 3. These terms comprise the full and final settlement of all aspects of this dispute for both Parties.**

Section 63 of the Act provides that if the parties settle their dispute during dispute resolution proceedings, the director may record the settlement in the form of a decision or order. Given the above mutual agreement to settle the dispute I grant the Tenant a monetary order for **\$1,075.00**.

Conclusion

The dispute is settled by mutual agreement.

I grant the Tenant an order under Section 67 of the Act for **\$1,075.00**. If necessary, this order may be 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: September 22, 2016

Residential Tenancy Branch

