



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

This hearing dealt with cross applications made by the parties, under the Residential Tenancy Act (the “Act”).

The Landlord filed their claim for an order for monetary compensation arising from the Tenant breaking a fixed term lease early and to keep the security deposit.

The Tenant applied for return of double the security deposit.

Both parties applied for return of their filing fee for their application.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

Issue(s) to be Decided

Is the Landlord entitled to compensation for the Tenant breaching a fixed term lease?

Is the Tenant entitled to return of double the security deposit?

Background and Evidence

On August 11, 2016, the parties entered into a one year fixed term tenancy agreement which was to start on September 1, 2016, and with rent set at \$2,700.00 per month. A security deposit of \$1,350.00 was paid to the Landlord.

In addition to the standard terms in the tenancy agreement, the parties attached and agreed to an addendum which limited the amount of people occupying the rental unit to the Tenant and his two daughters.

On August 24, 2016, and prior to moving into the rental unit, the Tenant wrote to the Landlord requesting to have another occupant in the rental unit, for a somewhat vague period of time. The Landlord refused to allow another occupant. The Tenant then told

the Landlord that he did not want to continue with the tenancy agreement. The relationship deteriorated significantly between the Landlord and the Tenant and it appears the police became involved to some extent. Subsequent to several acrimonious exchanges, the Tenant informed the Landlord he wanted to move into the rental unit; however, at this point it appears the tenancy relationship had become untenable.

During the course of the hearing the Landlord explained it took her a few months to find another renter, although the Landlord had not initiated a second application for her increased losses of rent at the time of this hearing. I note that since the Landlord filed their claim against the security deposit prior to receiving the Tenant's forwarding address in the mail, the security deposit would not be doubled in any outcome. It was also indicated that the Landlord might have further monetary claims against the Tenant for loss of rental income.

Settlement Outcome

After hearing the evidence of both parties they were advised that while there is no obligation to resolve the dispute through settlement, I could assist the parties to reach an agreement to resolve this dispute. I indicated on several occasions that if either party did not wish to resolve this matter through a mutually agreed settlement, I was prepared to end the hearing and provide a decision. Each party agreed they were settling the dispute by their own free will.

Both parties agreed they would resolve the dispute as set out below and pursuant to section 63 I record that settlement in this decision, as follows:

1. The Landlord will retain the security deposit and will not make any further applications of any kind for compensation of any kind against the Tenant; and
2. The Tenant allows the Landlord to retain the security deposit and will not make any further applications of any kind for compensation of any kind against the Landlord.

As the parties have resolved their dispute through settlement I make no orders for the return of the filing fees for the applications.

Both parties are commended for resolving the dispute through this settlement.

Conclusion

The parties agreed to the settlement of their dispute on the terms described above.

Both parties are commended for resolving the dispute through this settlement.

This decision is final and binding on the parties, unless otherwise provided under the Act, and is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: March 21, 2017

Residential Tenancy Branch