



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, FF

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- a monetary order for unpaid rent and utilities pursuant to section 67; and
- authorization to recover the filing fee for this application from the tenants pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another.

At the commencement of the hearing, the landlord amended her application for a monetary award of \$8,581.64, an amount identified on her Monetary Order Worksheet for loss of rent and unpaid utilities, to \$3,200.00. She testified that she was able to locate tenants to reside in the tenants' former rental unit as of July 1, 2017. As such, she said that she was only seeking her loss of rent for the months of May and June 2017, a total of \$3,200.00. She also testified that there was no longer any unpaid utilities owing from this tenancy.

The landlord confirmed that on March 31, 2017, she received the tenants' written notice to end this tenancy by May 1, 2017. The parties agreed that this tenancy ended on April 29, 2017, by which time the tenants had vacated the rental unit.

As both tenants confirmed that they received the landlord's dispute resolution hearing package sent by the landlord to each of them by registered mail on May 26, 2017, I find the tenants were duly served with the landlord's application in accordance with section 89 of the *Act*.

Issues(s) to be Decided

Is the landlord entitled to a monetary award for loss of rent for the months of May and June 2017? Is the landlord entitled to recover the filing fee for this application from the tenants?

Background and Evidence

This one-year fixed term tenancy commenced on September 15, 2016. Monthly rent was initially set at \$1,700.00, payable in advance on the first of each month. By October 1, 2016, and as a result of delays in finishing the landscaping for this rental property, the landlord agreed to reduce the amount of the monthly rent to \$1,600.00.

The landlord continues to hold the tenants' \$850.00 security deposit and \$850.00 pet damage deposit.

Although the landlord's application did not specifically request authorization to retain those deposits, information attached to the landlord's dispute resolution hearing package alerted the tenants that the landlord was seeking legal authorization to retain their two deposits. They confirmed that they understood that the landlord's request to retain their security and pet damage deposits was included in the landlord's application and was to be discussed at this hearing.

The landlord testified that she advertised the rental unit for \$1,700.00 in monthly rent to prospective tenants, after this tenancy ended. She said that she settled for \$1,650.00 in monthly rent paid by the new tenants who commenced their occupancy of the rental suite on July 1, 2017.

Analysis

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order. During the hearing the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

During this hearing, the parties reached a final and binding agreement to settle their dispute on the basis of the following terms:

1. Both parties agreed that the landlord will retain the tenants' pet damage and security deposits in their entirety.

2. Both parties agreed that the terms as outlined above constituted a final and binding resolution of all issues in dispute arising out of the landlord's application as well as all issues arising out of this tenancy.

In reaching this settlement, both parties confirmed that they entered into this agreement free of any coercion and of their own free will.

Conclusion

To give legal effect to the settlement reached between the parties, I order the landlord to retain the tenants' pet damage and security deposits. This order constitutes a final resolution of all issues monetary and otherwise related to this tenancy.

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 01, 2017

Residential Tenancy Branch