



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding HOMELIFE GLENAYRE REALTY CHILLIWACK LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNRL-S, MNDCL-S, FFL

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 for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67;
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38; and
- authorization to recover the filing fee for this application from the tenant 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. As the tenant confirmed that they received a copy of the landlord's dispute resolution hearing and written evidence packages sent by the landlord by registered mail on April 9, 2019, I find that the tenant was duly served with this information in accordance with sections 88 and 89 of the *Act*. Since Landlord BB (the landlord) confirmed that they had received a copy of the tenant's written evidence, I find that the tenant's written evidence was served in accordance with section 88 of the *Act*.

Issues(s) to be Decided

Is the landlord entitled to a monetary award for unpaid rent, for losses and other money owed and for damage arising out of this tenancy? Is the landlord entitled to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary award requested? Is the landlord entitled to recover the filing fee for this application from the tenant?

Background and Evidence

This tenancy began on July 1, 2013. Monthly rent was initially set at \$725.00, payable in advance on the first of each month. The landlord gave undisputed sworn testimony that the monthly rent had increased to \$781.00 by the time the tenant vacated the rental unit in mid-March 2019. The parties agreed that the tenant paid a \$363.50 security deposit when this tenancy began, a deposit still held by the landlord. The tenant maintained that they also paid a \$200.00 pet damage deposit to the representatives of the owner of this property in mid-July 2013. The landlord said that they had no record of there ever having been a pet damage deposit paid by the tenant for this tenancy.

The landlord's application for a monetary award of \$1,750.00, plus the recovery of the \$100.00 filing fee included unpaid rent for March 2019, and the landlord's loss of rent for April 2019. This amount of unpaid rent or loss of rent totalled \$1,562.00. This amount was reduced to \$1,500.00, as the landlord said that at some point the tenant had overpaid \$12.00 in rent. The remainder of the landlord's claim was for general cleanup of the rental suite and the removal of items left behind by the tenant when this tenancy ended.

The tenant testified that they sent the landlord an email on February 8, 2019, asking the landlord to sign a Mutual Agreement to End Tenancy, enabling the tenant to end this tenancy on February 28, 2019, without becoming responsible for rent after that date. Although the landlord confirmed having received this email, the landlord said that they sent repeated email requests to the tenant to have the tenant put their notice to end this tenancy in writing. The tenant did not provide the landlord with the written notice to end tenancy requested by the landlord. The landlord said that the tenant advised the landlord that they could be out of the rental unit by March 15, 2019. The parties agreed that the tenant had vacated the rental unit by that date and the landlord took possession of the rental unit on March 16, 2019. The landlord said that the tenant did not attend the scheduled joint move-out condition inspection of this rental unit.

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 engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute. The landlord confirmed that they had full authorization from the owners of this rental unit to enter into this settlement agreement.

Both parties agreed to the following final and binding resolution of their dispute:

1. The landlord agreed to withdraw this application for dispute resolution and to refrain from submitting any new application for dispute resolution with respect to this tenancy.
2. The tenant agreed to allow the landlord to retain all security and pet damage deposits that may have been paid with respect to this tenancy.
3. Both parties agreed that this settlement agreement constituted a final and binding resolution of the landlord's application and all issues in dispute arising out of this tenancy and that they did so of their own free will and without any element of force or coercion having been applied.

Conclusion

To give effect to the settlement reached between the parties, the landlord's application is hereby withdrawn.

In order to implement the above settlement reached between the parties, I order the landlord to retain any and all security and pet damage deposits that may currently be held by the landlord with respect 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: July 09, 2019

Residential Tenancy Branch