



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

Decision

Dispute Codes: MNR, FF

Introduction

This hearing dealt with an application by the landlord for an order for unpaid rent for four months as well as recovery of the filing fee for this application. The landlord and the tenant's agent participated in the hearing and each gave affirmed testimony. All of the testimony and documentary evidence was carefully considered.

Issue(s) to be Decided

- Whether the landlord is entitled to a monetary order for either or both of the above.

Background and Evidence

The tenancy began on or around September 1, 2006. Rent in the amount of \$600.00 is payable in advance on the first day of each month. The landlord collected a security deposit from the tenant in the amount of \$300.00. There was no written tenancy agreement. The tenant ended the tenancy at the close of February 2007. The tenant subsequently applied for dispute resolution and sought return of double her damage deposit as well as the filing fee for her application. A hearing was held on November 23, 2007 and a decision was issued on that same date. In the hearing the landlord acknowledged that during the hearing on November 23, 2007, he raised his claim that the tenant had broken a verbal agreement to maintain the tenancy for one year and that he had suffered a loss of income as a result.

Submitted into evidence is a copy of the dispute resolution officer's decision dated November 23, 2007, which reads, in part:

5. At the end of the hearing the parties settled the matter and they have asked that I record the settlement as follows:
 - a. The landlord shall pay to the tenant the sum of \$300 plus \$50 for the cost of the filing fee for a total of \$350.
 - b. This is a full and final settlement between the parties and each party releases and discharges the other from all further claims with respect to this tenancy.

Analysis

Based on the testimony of the parties and the documentary evidence, I find that the landlord's claim concerning recovery of loss of income was considered and formed part of the settlement agreement detailed in the decision of November 23, 2007. Further, the landlord did not apply for a review of the decision pursuant to the provisions set out in section 79 of the *Residential Tenancy Act*.

Conclusion

This matter was previously dealt with and settled, and there was no application for a review of the previous decision. I therefore dismiss the landlord's application without leave to reapply.

DATED: September 25, 2008