



# Dispute Resolution Services

Residential Tenancy Branch  
Ministry of Housing and Social Development

## Decision

### Dispute Codes:

MNR

OPR

MNSD

FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for a monetary order for rent owed, and damages and an order to retain the security deposit in partial satisfaction of the claim.

Both parties appeared and each gave testimony in turn.

### Issue(s) to be Decided

The landlord is seeking a monetary order claiming unpaid rent of \$1,200.00 and damages of \$1,000.00. The issues to be determined, based on the testimony and evidence, are:

- Whether or not the landlord is entitled to monetary compensation for rental arrears owed.
- Whether or not the landlord has proven entitlement to compensation for damage caused by the tenant

## **Background and Evidence**

The landlord stated that the tenancy started in October 2007 and that the rent was \$1,800.00 and included a secondary suite in the house as well. A deposit of \$900.00 was paid by the tenants. The landlord testified that the tenant's violated the agreement by subletting the secondary suite. The landlord had issued a One-Month Notice to End the Tenancy for Cause. The landlord testified that , at the tenant's request tenancy was subsequently reinstated to allow them to find another place to live. However the tenants then "vacated" the main unit on November 24, 2009, leaving their sub-tenants still occupying the secondary unit. The landlord testified that he accepted the partial payments that the subtenants made towards the rent, but could not take possession of the full rental unit and therefore it remained in the possession of the original tenants. The landlord testified that as of March 1, 2009, he entered into his own tenancy agreement with the subtenants for occupancy of the secondary suite. However, according to the landlord, for the period from December 2008 up to and including February 2009, rental arrears continued to accrue for which the landlord held the respondent tenants accountable and the landlord was seeking compensation in the amount of \$1,200.00.

In regards to the damage claim of \$1,000.00, the landlord testified that photos and invoices verifying the extent of the damage were submitted into evidence at a previous hearing under a different file number and the landlord had mistakenly presumed that this evidence would be utilized for the purpose of the hearing before me today. As a result, the claim for damages was not sufficiently supported nor proven by the landlord and had to be dismissed.

The tenants testified that the landlord had retained the security deposit of \$900.00 and argued that there had been a verbal commitment by the landlord deal directly with the subtenants in the secondary suite. The position of the tenants was that their tenancy had ended as of November 24, 2008 with all arrears paid in full and they did not agree that their obligations under the tenancy

agreement had continued beyond the end of November 2008 and in fact felt that the security deposit should be refunded to them.

### **Analysis**

A mediated discussion ensued and the landlord agreed to accept retention of the security deposit and payment of an additional \$300.00 to resolve all current and future claims of either party. In exchange the tenant also made a commitment to accept this compromise including the retention of the deposit by the landlord and payment of \$300.00 as full settlement of current and future claims. This will serve to permanently and amicably conclude the tenancy relationship between these parties.

### **Conclusion**

Accordingly, pursuant to the mutual agreement reached between these two parties, I order that the landlord retain the security deposit and interest of \$900.00 and I hereby issue a monetary order for \$300.00 constituting full satisfaction of the landlord's claim and based on the tenant's agreement that this resolves and concludes all past and future claims arising out of this tenancy relationship.

July 2009

Date of Decision

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Dispute Resolution Officer