



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes      CNR, MNDC, PSF, RR, OLC, MND, MNR, MNSD, FF

### Introduction

This matter dealt with an application by the Tenant for compensation for damage or loss under the Act or tenancy agreement as well as to recover the filing fee for this proceeding. As the tenancy has ended, the Tenant abandoned her applications to cancel a Notice to End Tenancy for Unpaid Rent, for an order that the Landlord comply with the Act by providing services or facilities required by law and for an order granting her a rent reduction. The Landlord applied for compensation for damages to the rental unit, for unpaid rent and to keep the Tenant's security deposit.

### Issues(s) to be Decided

1. Is the Tenant entitled to compensation for damages and if so, how much?
2. Are there arrears of rent and if so, how much?
3. Is the Landlord entitled to compensation for damages to the rental unit and if so, how much?
4. Is the Landlord entitled to keep the Tenant's security deposit?

### Background and Evidence

This month-to-month tenancy started on March 1, 2006 and ended on or about May 21, 2009 when the Tenant moved out. Rent was \$1,850.00 per month plus hydro. The Tenant paid a security deposit of \$1,200.00 at the beginning of the tenancy.

The Parties had a verbal agreement that the Tenant could sub-let the basement suite of the rental property (a house) and that the Tenant would be responsible to the Landlord for the full rent for the house. The Tenant claimed that at the end of April, 2009, the Landlord frustrated her sub-tenancy agreement and thereby took over as Landlord for the whole rental property relieving her of paying rent for the basement suite.

The Landlord denied that he was the Landlord for the Tenant's subtenants and claimed that the Tenant was responsible for all of the rent for the rental property as well as for expenses he incurred for cleaning and repairs at the end of the tenancy.



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At the end of the hearing, the Parties agreed to settle their respective claims on the following terms:

1. The Landlord will keep the Tenant's security deposit of \$1,200.00 plus accrued interest of \$42.48;
2. The Tenant will pay the Landlord an additional amount of \$1,160.00;
3. The Tenant assigns to the Landlord any right she may have to unpaid rent of \$800.00 and utilities of \$150.00 from the sub-tenants of the rental property for the month of May 2009;
4. The Tenant agrees (on a without prejudice basis) that the Landlord may act as her agent for the purposes of collecting unpaid rent and utilities from the sub-tenants of the rental property for the month of May 2009;
5. This agreement is in full and final satisfaction of any claims either Party has or may have against the other under the Act and arising out the tenancy.

As the Parties' filing fees are offsetting, that part of their respective claims are dismissed without leave to reapply.

## Conclusion

Pursuant to the terms of the Parties' agreement set out above, the Landlord will receive a monetary order in the amount of **\$1,160.00** and a copy of it must be served on the Tenant. If the amount is not paid by the Tenant, the Order may be filed in the Provincial (Small Claims) Court of British Columbia and enforced as an Order of that Court.

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 13, 2009.

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Dispute Resolution Officer