



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: OPR, MNR, MNSD, FF

Introduction

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for an order of possession and for a monetary order to recover rent, loss of income, cost of advertising and the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of his claim.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

Since the tenant did not move into the rental unit, the landlord's application for an order of possession is moot and accordingly dismissed.

Issues to be decided

Has the landlord established a claim for some or all of the above? Is the landlord entitled to the recovery of the filing fee and to retain the security deposit?

Background and Evidence

The parties entered into a one year fixed term tenancy agreement that was due to start on March 01, 2012. The tenant paid a security deposit of \$900.00. For personal reasons, the tenant decided not to move into the unit and informed the landlord of his situation, via email on March 11, 2012. The landlord advertised immediately and found a tenant for May 01, 2012. The landlord is claiming rent for March, loss of income for April, advertising costs and the filing fee.

During the hearing the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Analysis

Pursuant to Section 63 of the *Residential Tenancy Act*, the dispute resolution officer may assist the parties settle their dispute and if the parties settle their dispute during the hearing, the settlement may be recorded in the form of a decision or an order.

During this hearing, the parties reached an agreement to settle these matters, on the following conditions:

1. The tenant agreed to allow the landlord to retain the security deposit of \$900.00.
2. The tenant agreed to pay an additional amount of \$2,792.56 to the landlord, in full and final settlement of all claims against the landlord.
3. The landlord agreed to retain the security deposit of \$900.00 and accept \$2,792.56 in full settlement of all claims against the tenant.
4. The landlord will be granted a monetary order in the amount of \$2,792.56.
5. Both parties stated that they understood and agreed that the above particulars comprise **full and final settlement** of all aspects of the dispute for both parties.

Conclusion

Pursuant to the above agreement, the landlord may retain the security deposit and I grant the landlord a monetary order under section 67 of the *Residential Tenancy Act* for the amount of **\$2,792.56**. This order may be filed in the Small Claims Court 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: May 02, 2012.

Residential Tenancy Branch