



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, MNSD, MNDC, FF

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- a monetary order for unpaid rent, for damage to the rental unit, 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 his 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 and to cross-examine one another. The tenant confirmed that the landlord handed her the landlord's dispute resolution hearing package on August 20, 2012. I am satisfied that the landlord served this package to the tenant in accordance with the *Act*.

Issues(s) to be Decided

Is the landlord entitled to a monetary award for unpaid rent and losses arising out of this tenancy? Is the landlord entitled to a monetary award 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

The tenant first moved into this rental unit as a sub-tenant on or about October 31, 1999. On April 1, 2010, the tenant signed a new one-year fixed term tenancy for this rental unit. At the expiration of that fixed term, the tenancy continued as a periodic tenancy. Monthly rent was set at \$915.00 at the time the tenancy ended in June 2012.

The parties agreed that on or about May 29, 2012, the tenant gave her oral notice to end this tenancy by June 30, 2012. Although the tenant testified that she placed a written notice to end her tenancy in the landlord's manager's mailbox on June 1, 2012, the landlord had no knowledge of receiving any written notice from the tenant.

The landlord testified that the tenant abandoned the rental unit by June 25, 2012 and did not leave her key with the landlord. The tenant testified that she intended to return to clean the rental unit and remove debris from the rental unit before the end of June 2012.

The landlord's initial application was for a monetary award of \$2,140.00. The landlord subsequently revised his requested monetary award to \$2,099.47 for the following items:

Item	Amount
Unpaid June 2012 Rent	\$915.00
Repairs	884.47
Cleanup	300.00
Total of Above Items	\$2,099.47

The landlord submitted a number of receipts, invoices, photographs and a Monetary Order Worksheet summarizing his claim for a monetary award.

Analysis

Pursuant to section 63 of the *Act*, the dispute resolution officer 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 discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to resolve all issues in dispute arising out of this tenancy under the following terms:

1. The tenant agreed to pay the landlord \$455.00 by November 15, 2012 and a further \$460.00 by December 15, 2012.
2. Both parties agreed that the landlord will keep the tenant's security deposit plus applicable interest.
3. Both parties agreed that this settlement agreement constituted a final and binding resolution of all issues arising out of this tenancy and both parties agreed that neither party will initiate any new application for dispute resolution arising out of this tenancy.

Conclusion

In order to implement the above settlement reached between the parties, I issue a monetary Order in the landlord's favour in the amount of \$915.00. I deliver this Order to

the landlord in support of the above agreement for use **only** in the event that the tenant does not abide by the terms of the above settlement. The landlord is provided with these Orders in the above terms and the tenant must be served with a copy of these Orders as soon as possible after a failure to comply with the terms of the above settlement agreement. Should the tenant fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders of that Court.

To give effect to the settlement agreement reached by the parties, I order the landlord to retain the tenant's security deposit plus any interest payable over the period of 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: November 05, 2012

Residential Tenancy Branch

