



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNSD, MNDC, FF

Introduction

This hearing was convened by conference call in response to an Application for Dispute Resolution (the “Application”) made by the Landlord for a Monetary Order for unpaid rent and money owed or compensation for damage or loss under the *Residential Tenancy Act* (the “Act”). The Landlord also applied to keep all of the Tenant’s security deposit and to recover the filing fee for the cost of the Application.

The Landlord and Tenant appeared for the hearing and provided affirmed testimony as well as documentary evidence prior to the hearing. No issues in relation to the service of the Application and the parties’ documentary evidence were raised.

The hearing continued and both parties made submissions and presented evidence in relation to the Application. The Landlord explained that he had been given e-mail notice to end the tenancy by the Tenant on June 2, 2014 for June 14, 2014. The Landlord explained that the Tenant had paid rent only up until June 14, 2014 and had provided the Landlord with a forwarding address in writing before vacating the rental unit on June 14, 2014.

The Landlord made the Application to keep the Tenant’s security deposit within the time limits imposed by Section 38(1) of the Act.

During the hearing I referred to Section 45(1) of the Act which requires that a Tenant must provide at least one full rental month of notice before ending a month to month tenancy. I also referred to Policy Guideline 3 to the Act which provides that in cases where the Tenant has failed to provide proper notice under the Act, the Landlord would be entitled to sufficient compensation equating to the earliest time the Tenant could have legally ended the tenancy.

However, the Landlord explained that he had been able to mitigate his loss by renting out the suite for July 15, 2014 and was therefore only seeking an additional two weeks of lost rent on top of the request to keep the Tenant's security deposit.

I offered the parties a chance to settle the matter between them through mutual agreement.

Analysis & Conclusion

Pursuant to Section 63 of the Act, the Arbitrator 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 settle the Landlord's application in **full** under the following terms.

The Tenant agreed that the Landlord can keep the Tenant's security deposit in the amount of \$325.00 in **partial** satisfaction of the Landlord's claim. In addition, the Tenant will pay to the Landlord \$162.50 in **full** satisfaction of the Landlord's claim.

The Tenant is cautioned to retain documentation regarding proof of payment made.

Conclusion

In order to give effect to the above agreement, the Landlord is issued with a Monetary Order pursuant to Section 67 of the Act in the amount of \$162.50. This order must be served on the Tenant and may then be enforced in the Provincial Court (Small Claims) as an order of that court if the Tenant fails to make payment.

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 06, 2014

Residential Tenancy Branch

