

## DECISION

Dispute Codes      MND, MNSD

### Introduction

This matter dealt with an application by the Landlord for compensation for damages to the rental unit and to keep the Tenant's security deposit in partial payment of those amounts.

The Landlord said he served the Tenant by registered mail to his representative's address as ordered on the date originally scheduled for this hearing. According to the Canada Post online tracking system, the Tenant's representative received the hearing package on March 12, 2010. I find that the Tenant was served with the Application and Notice of Hearing as required by s. 89 of the Act and the hearing proceeded in his absence.

At the beginning of the hearing the Landlord claimed that he was offered a payment of \$400.00 plus authorization from the Tenant's legal representative to keep the security deposit in full and final satisfaction of his claim. The Landlord stated that this settlement was the same settlement he had proposed at the end of the tenancy but that the Tenant's representative failed or refused to follow through on. Consequently, the Landlord said he incurred additional expenses to file his claim and to serve the Tenant with his application on two separate occasions.

Notwithstanding his additional expenses, the Landlord agreed to accept the Tenant's offer and as a result, I find that this matter has been settled.

### Conclusion

The Landlord's claim is settled and pursuant to s. 63 of the Act, it may be enforced as an order of the Director. 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: March 24, 2010.

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Dispute Resolution Officer