



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## DECISION

### Dispute Codes:

MNDC, MNSD, FF

### Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for a monetary Order for money owed or compensation for damage or loss; to keep all or part of the security deposit; and to recover the fee for filing this Application for Dispute Resolution.

Both parties were represented at the hearing.

### Issue(s) to be Decided

The issues to be decided are whether the Landlord is entitled to retain all or part of the security deposit paid and to recover the filing fee for the cost of this Application for Dispute Resolution.

### Background and Evidence

The Landlord and the Tenant agree that this tenancy began on July 01, 2009 and ended on May 01, 2010, for which the Tenants and his co-tenants were required to pay monthly rent of \$2,500.00. The parties agree that a security deposit of \$1,250.00 was paid for this tenancy.

The Landlord applied to retain a portion of the security deposit on May 12, 2010. In the Application for Dispute Resolution the Landlord makes application for a monetary Order of \$624.87 however she does not explain why she is seeking compensation in that amount on the Application for Dispute Resolution.

The Landlord stated that she sent a package of evidence to the Tenant's forwarding address by registered mail on September 17, 2010. She stated that this package contained receipts that explain the claims she is making, which include \$75.00 for cleaning the yard; \$55.00 for repairing a door; \$15.00 for repairing glass in the door; \$169.87 for a water bill; \$12.50 for mailing costs; and \$50.00 for the filing fee. These receipts were not in the package of evidence that was before me at the time of the hearing.

The Tenant stated that he has not yet received the package that was mailed to him on September 17, 2010 although his grandmother has advised him that a delivery notice has been left for him.

The Landlord stated that she has checked the Canada Post website and it shows the package was delivered on September 17, 2010. The Landlord cited a Canada Post tracking number. I personally checked the Canada Post website and determined that the delivery notice was delivered but that the package has not yet been claimed.

I advised the Landlord that I intended to dismiss the Application for Dispute Resolution with leave to reapply, pursuant to section 59(5) of the Act as she had not provided sufficient particulars of the dispute, as is required by section 59(2) of the Act.

The parties were given the opportunity to reach a settlement in this matter and they agreed to settle the dispute under the following terms:

- The Landlord will return \$1,195.00 of the security deposit to the Tenant
- The Landlord agrees that this payment settles all matters in relation to this tenancy and that she will not seek further financial compensation
- The Tenant agrees that this payment settles all matters in relation to this tenancy and that he will not seek further financial compensation.

### Conclusion

On the basis of the agreement reached at the hearing, I grant the Tenant a monetary Order in the amount of \$1,195.00. In the event that the Landlord does not voluntarily pay this amount to the Tenant, the Order may be served on the Landlord, filed with the Province of British Columbia 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: September 23, 2010.

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Dispute Resolution Officer