

DECISION

Dispute Codes MND, MNR, MNSD, MNDC, FF

Introduction

This hearing dealt with cross applications. The tenant had applied for return of double the security deposit and compensation for damage or loss under the Act, regulations or tenancy agreement. The landlord had applied for monetary compensation for damage to the rental unit; unpaid rent or utilities; damage or loss under the Act, regulations or tenancy agreement; and authorization to retain all or part of the security deposit. Both parties appeared at the hearing and were provided the opportunity to make relevant submissions, in writing and orally pursuant to the Rules of Procedure, and to respond to the submissions of the other party.

As a procedural note, I heard from the landlord that she had received the tenant's evidentiary documents. I reviewed the documents in the landlord's possession with the landlord. The tenant submitted she had served the landlord with all of her documents with her Application for Dispute Resolution. A person that serves documents upon another party has the burden to prove which documents were served. I found the disputed testimony insufficient to satisfy me that the tenant met this burden of proof. Therefore, I permitted the tenant to provide verbal testimony in support of her position.

Issue(s) to be Decided

1. Has the tenant established an entitlement to return of double the security deposit?
2. Has the tenant established an entitlement to return of monies the landlord deposited in September 2011?
3. Has the landlord established an entitlement to recover loss of rent for September 2011 and October 2011 from the tenant?
4. Has the landlord established an entitlement to recover utility costs from the tenant for the months of September and October 2011?
5. Has the landlord established an entitlement to compensation for damage to the baseboard and carpet cleaning costs?
6. Can the parties reach a mutual agreement to settle this dispute?

Background and Evidence

It had been undisputed that the landlord deposited a post dated rent cheque that was in her possession in September 2011 even though the tenancy had ended August 31, 2011. It was undisputed that in late September 2011 the tenant received return of

\$1,150.00 from the landlord for the security deposit less \$100.00 for carpet cleaning. However, I also heard a considerable amount of disputed testimony regarding other aspects of the tenancy. After hearing from both parties for approximately 1.5 hours the parties reached a mutual agreement to resolve their disputes.

The parties agreed to accept the monies they had collected from the other party in September 2011 in full and final settlement of their claims against each other and that they would not make any future claims against the other party related to this tenancy.

Analysis

Under section 63 of the Act I may assist, or offer the parties an opportunity, to settle their dispute(s). Where a settlement agreement is reached the terms of the settlement may be recorded in the form of a decision or Order. I have accepted the mutual agreement reached between the parties and have recorded it by way of this decision.

In recognition of the mutual agreement, neither party has been provided a Monetary Order with this decision and both parties are now precluded from making a future claim against the other party.

Conclusion

These applications have been resolved by way of a settlement agreement. Neither party has been provided a Monetary Order in accordance with the settlement agreement. Both parties are now precluded from making a future claim against the other party in accordance with the settlement agreement.

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: January 03, 2012.

Residential Tenancy Branch

