



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes Landlord: MNR, MNDC, MNSD, FF
Tenant: MNSD, O, FF

Introduction

This hearing dealt with the cross Applications for Dispute Resolution with both parties seeking a monetary order.

The hearing was conducted via teleconference and was attended by the landlord's agent and the tenant.

While both parties had provided different names for landlord in their Applications, during the hearing the parties agreed to combine both names and amend both Applications.

The tenant also noted at the start of the hearing that he had not received the landlord's Application and he was unaware of the landlord's claim. Tracking information from Canada Post showed the landlord had served the tenant by registered mail and that Canada Post had provided two notices for pick up. The tenant stated he had been out of town for part of the period when the registered mail notices had been provided.

Despite being uninformed of the landlord's claim both parties agreed to continue with the hearing and if it was determined during the course of the hearing that an adjournment may be required I would consider it at that time.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for unpaid lost rent; for loss of revenue; for all or part of the security deposit and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 38, 44, 67, and 72 of the *Residential Tenancy Act (Act)*.

It must also be decided if the tenant is entitled to a monetary order for double the amount of the security deposit and to recover the filing fee from the landlord for the cost of the Application for Dispute Resolution, pursuant to Sections 38, 67, and 72 of the *Act*.

Background and Evidence

During the hearing the parties reached the following settlement agreement:

1. The landlord withdraws her Application for Dispute Resolution;
2. The tenant withdraws his Application for Dispute Resolution; and
3. The parties agree that this agreement settles all financial matters related to this tenancy.

Conclusion

I accept the parties reached this settlement and all matters between the parties have been resolved.

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: July 19, 2012.

Residential Tenancy Branch