



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, MNDC, FF

### Introduction

This hearing dealt with a landlord's application for a Monetary Order for damage or loss under the Act, regulation or tenancy agreement; and, authorization to retain the security deposit. Both parties appeared or were represented 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.

### Preliminary and Procedural Issues

The landlord had identified two tenants as respondents on her Application for Dispute Resolution. However, only one Notice of Hearing was produced, naming the female tenant. The landlord sent one registered mail package with the hearing documents to both tenants. Only the female tenant appeared at the hearing.

The female tenant explained that her husband was not in attendance since he was not named on the Notice of Hearing.

I informed the landlord that each respondent must be served with hearing documents. I provided the landlord the opportunity to withdraw this application in order to submit a new application. The landlord chose to proceed with this hearing against the female tenant. I amended the application accordingly.

I also heard that the tenant did not serve her evidence package upon the landlord. Accordingly, I informed the tenant that her evidence package would not be accepted or considered; however, the tenant would be provided the opportunity to provide oral testimony in response to the landlord's claims.

After hearing from both parties, the parties reached a settlement agreement that I have recorded in this decision.

### Issue(s) to be Decided

What are the terms of the settlement agreement?

### Background and Evidence

The parties mutually agreed to the following terms in full and final settlement of any and all disputes related to this tenancy:

1. The landlord shall retain the tenants' \$650.00 security deposit.
2. The tenant shall pay the landlord \$219.29 upon service of a Monetary Order in this amount.

### Analysis

Pursuant to section 63 of the Act, I have the authority to assist parties in reaching a settlement agreement during the hearing and to record a settlement agreement in the form of a decision or order. I have accepted and recorded the settlement agreement reached by the parties during this hearing and make the terms an Order to be binding upon both parties.

Pursuant to the mutual agreement the landlord is authorized to retain the tenants' security deposit. I also provide the landlord a Monetary Order in the amount of \$219.29 to serve upon the tenant and enforce as necessary.

### Conclusion

A settlement agreement was reached. The landlord is authorized to retain the security deposit. The landlord is also provided a Monetary Order in the amount of \$219.29 to serve upon the tenant and enforce as necessary.

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 20, 2012.

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Residential Tenancy Branch