



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

For the tenant: MNDC MNSD FF
For the landlord: MND MNR MNSD MNDC FF

Introduction

This hearing was convened as a result of the cross-applications of the parties for dispute resolution under the *Residential Tenancy Act* (the “Act”).

The tenant applied for a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, for the return of all or part of her security deposit and pet damage deposit, and to recover the filing fee.

The landlord applied for a monetary order for unpaid rent or utilities, for damage to the unit, site or property, for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, for authorization to keep all or part of the security deposit and pet damage deposit, and to recover the filing fee.

The tenant and the landlord attended the teleconference hearing. The parties gave affirmed testimony, were provided the opportunity to present their evidence orally and in documentary form prior to the hearing, and make submissions to me.

The landlord’s evidence was excluded in full as it was submitted late and not in accordance with the rules of procedure. The tenant’s evidence was not considered as the tenant’s application was refused under section 59 of the *Act* which will be discussed further below.

Preliminary and Procedural Matters

At the outset of the hearing, the tenant was advised that her application for monetary compensation was being refused, pursuant to section 59(5)(c) of the *Residential*

Tenancy Act (Act), because her application for dispute resolution did not provide sufficient particulars of her monetary claim for compensation, as is required by section 59(2)(b) of the *Act*. The tenant is at liberty to re-apply for her monetary claim as a result, with the exception of her security deposit and pet damage deposit which were resolved by way of a settlement agreement described below. The tenant is reminded to include full particulars of her monetary claim when submitting her application, and is encouraged to use the “Monetary Worksheet” form located on the Residential Tenancy Branch website; www.rto.gov.bc.ca.

The landlord requested to withdraw her entire application, with the exception of her claim towards the tenant’s security deposit and pet damage deposit. As the parties reached a settled agreement regarding the return of the tenant’s security deposit and pet damage deposit described below, the landlord is at liberty to reapply for her claim for unpaid rent and damages in the future. The landlord is also encouraged to use the “Monetary Worksheet” form located on the Residential Tenancy Branch website; www.rto.gov.bc.ca.

Settlement Agreement

During the hearing, the parties agreed to settle all matters related to the security deposit and pet damage deposit related to this tenancy, on the following conditions:

1. The parties agree that the landlord will return the tenant’s security deposit of \$500.00 and pet damage deposit of \$250.00 for a total in deposits of **\$750.00** by cheque to the tenant to be mailed and post-marked by **January 19, 2014 at 5:00 p.m.** The mailing address of the tenant was confirmed by the parties during the hearing.
2. The tenant is granted a monetary order pursuant to section 67 of the *Act* in the amount of **\$750.00** which will be of no force or effect if the payment has been made by the landlord to the tenant in accordance with #1 above and the cheque is successfully cashed by the tenant.
3. The landlord withdraws the remainder of her application and will re-apply at a later date.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*.

Conclusion

I order the parties to comply with the terms of their mutually settled agreement described above regarding the return of the tenant's security deposit and pet damage deposit.

The tenant is at liberty to re-apply for her monetary claim, with the exception of a claim related to the security deposit and pet damage deposit which have been resolved by way of a mutually settled agreement between the parties.

The landlord is at liberty to re-apply for her monetary claim for damages and unpaid rent, with the exception of a claim related to the security deposit and pet damage deposit which have been resolved by way of a mutually settled agreement between the parties.

The tenant has been granted a monetary order pursuant to section 67 of the *Act* in the amount of \$750.00 which will be of no force or effect if the payment has been made by the landlord to the tenant in accordance with #1 above and the cheque is successfully cashed by the tenant. Should the tenant be required to enforce the monetary order, the monetary order must be served on the landlord and may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: December 9, 2013

Residential Tenancy Branch

