



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes:

MND, 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 damage; 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.

The Landlord stated that her son served the Application for Dispute Resolution to the Tenant on her behalf. She stated that she believes he personally served it to the Tenant, although she does not know the date of service.

The Tenant, who is not a Respondent, stated that she was also a tenant of the rental unit. She stated that she does not know when or how the Respondent received the Application for Dispute Resolution; that he provided her with a copy of the Application for Dispute Resolution; and that she is representing him in these proceedings.

The Landlord submitted documents and photographs to the Residential Tenancy Branch on November 26, 2013. She stated that her son delivered copies of those items to the Tenant on her behalf on December 01, 2013, although she does not know how they were delivered. The Tenant stated that she has not received copies of those items and it is unlikely that the Respondent received them, as he is out of the county. As the evidence was not served in accordance with the timelines established by the Rules of Procedure and the Respondent does not acknowledge receipt of the documents, they were not accepted as evidence for these proceedings.

The Tenant submitted documents to the Residential Tenancy Branch on November 07, 2013. The Tenant stated that copies of those documents were mailed to the Landlord on November 08, 2013. The Landlord acknowledged receipt of the Tenant's evidence and it was accepted as evidence for these proceedings.

Issue(s) to be Decided

Is the Landlord entitled to compensation for damage to the rental unit and to retain all or part of the security deposit?

Background and Evidence

At the outset of the hearing the Landlord and the Tenant mutually agreed to resolve this dispute and all other disputes relating to this tenancy under the following terms:

- The Landlord will retain \$750.00 of the security deposit paid by the Tenant
- The Landlord will return the remaining \$750.00 of the security deposit
- The Tenant will receive a monetary Order for \$750.00 that may be enforced if the Landlord fails to pay \$750.00 to the Tenant.

Analysis

The parties have reached a settlement agreement, which is outlined above.

Conclusion

On the basis of the aforementioned settlement agreement, I grant the Tenant a monetary Order for the amount \$750.00. In the event that the Landlord does not comply with this Order, it 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: December 03, 2013

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Residential Tenancy Branch

