



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND MNR MNSD FF

Introduction

This hearing was convened as a result of the landlord's application for dispute resolution under the *Residential Tenancy Act* (the "*Act*"). The landlord applied for a monetary order for damage to the unit, site or property, for unpaid rent or utilities, for authorization to retain the tenant's security deposit, and to recover the filing fee.

The tenant and the landlord attended the 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 tenant confirmed receiving the evidence package from the landlord and that they had the opportunity to review the evidence prior to the hearing. The tenant's evidence was excluded in full as it was served late, and not in accordance with the rules of procedure. I find the tenant was served in accordance with the *Act*.

Preliminary and Procedural Matter

At the outset of the hearing, the parties were advised that the landlord's application for damages was being refused, pursuant to section 59(5)(c) of the *Residential Tenancy Act (Act)*, because their application for dispute resolution did not provide sufficient particulars of their claim for damages, as is required by section 59(2)(b) of the *Act*.

The landlord is at liberty to reapply for damages; however, is reminded to provide a detailed breakdown of their monetary claim for damages and is encouraged to use the Monetary Worksheet available at www.rto.gov.bc.ca when submitting a monetary claim. The landlord may include any additional pages to set out the details of their dispute in their application, as required. Given the above, only the landlord's application for unpaid rent, to keep the tenant's security deposit, and for the recovery of the filing fee was considered.

Settlement Agreement

During the hearing, the parties agreed to settle this matter related to this tenancy, on the following conditions:

1. The parties agree that the tenant owes the landlord **\$2,000.00** in unpaid rent.
2. The tenants agrees to surrender her full security deposit of \$200.00 towards the amount owing in #1 above, leaving a balance owing by the tenant to the landlord in the amount of \$1,800.00.
3. The tenant agrees to pay the \$50.00 filing fee as part of this mutually settled agreement.
4. The landlord is granted a monetary order pursuant to section 67 of the *Act*, in the amount of **\$1,850.00**.

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 above.

The landlord has been granted a monetary order in the amount of **\$1,850.00**. This order must be served on the tenant 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: February 4, 2014

Residential Tenancy Branch

