



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 1621895 ALBERTA LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNR, MNSD, FF

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution made by the landlords for a Monetary Order for: damage to the rental unit; unpaid rent; to keep all or part of the security and pet damage deposit; and to recover the filing fee from the tenant.

The tenant and landlord (also representing the company) appeared for the hearing and provided affirmed testimony. The landlord served the tenant with a copy of the application, Notice of Hearing documents, a copy of the move in and move out condition inspection reports, two invoices and a detailed breakdown of the landlord's monetary claim. This was served to the tenant personally on November 8, 2013 who confirmed receipt of the above documents. Based on this, I am satisfied that the landlord served the documents in accordance with the *Residential Tenancy Act* (referred to as the "Act").

The landlord also submitted a number of photographs prior to this hearing but the tenant denied receiving a copy. As the landlord was unable to provide supporting evidence in relation to the service of the photographs to the tenant, they were not discussed in the hearing.

The landlord and tenant also agreed to amend the landlord's application to include the tenant's mailing address which had not been previously provided to the landlord.

Analysis & Conclusion

Pursuant to section 63 of the Act, the Arbitrator may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order. During the hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Both parties **agreed** to settle the landlord's application in **full** under the following terms:

1. The tenant consented to the landlord keeping her security and pet damage deposit of \$800.00 in lieu of rent arrears relating to September, 2013.
2. The tenant agreed to settle the remainder of the landlord's monetary claim for damages to the rental unit in full by paying the landlord \$800.00 in two payments.
3. The tenant must pay the landlord \$400.00 by the end of February 2014 and another \$400.00 by the end of March, 2014.
4. The landlord is issued with a Monetary Order in the amount of \$800.00 which the landlord can serve to the tenant **if** the tenant fails to make payment in accordance with these conditions.
5. The tenant agreed to make these payments by registered mail to the mailing address provided by the landlord during the hearing.

The tenant is cautioned to ensure she has a written record of any payments issued and served to the landlord.

For the reasons set out above, I hereby grant the landlord a Monetary Order in the amount of \$800.00.

This order is final and binding on the parties and may be enforced.

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: February 12, 2014

Residential Tenancy Branch

