



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNSD, FF

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution made by both the Tenant and the Landlord.

The Landlord applied for a Monetary Order for unpaid rent or utilities and to keep the Tenant's security deposit. The Tenant applied for the return of double the amount of the security deposit, pursuant to section 38(6) (b) of the Act. Both parties also applied for the recovery of the filing fee for the cost of making their application.

Both parties appeared for the hearing and provided affirmed testimony during the hearing. The Landlord served her hearing documents by registered mail and provided a copy of the registered mail tracking number as evidence for this method of service. The Tenant confirmed receipt of the Landlord's application and as a result, I find that the Landlord served the Tenant in accordance with the Act.

The Tenant testified that she had served the Landlord with her application by sliding the package under the Landlord's door on November 29, 2013. The Landlord confirmed receipt of the Tenant's application on December 1, 2013, being within the three day time limit the Tenant had to serve the Landlord under the Act.

Section 89 of the Act provides for acceptable methods of serving such a Notice of Hearing. Sliding this under the Landlord's door is not one of the acceptable methods of service. However, considering the Landlord acknowledged finding it within the three day time limit that it had to be served to the respondent under the Act, I deem the Landlord sufficiently served effective December 1, 2013 pursuant to the authority afforded me under section 71 of the Act. Further, rather than dismiss the Tenant's application with leave to re-apply, I continued to hear from the parties in an effort to avoid the Tenant merely serving another application upon the Landlord and having the parties potentially go through another dispute resolution proceeding months from now.

However, during the hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of both disputes.

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.

Both parties **agreed** to settle the disputes in full as follows:

- The Landlord agreed to return \$125.00 of the Tenant's security deposit and the Tenant agreed that the Landlord will retain the other half of the \$250.00 security deposit in the amount of \$125.00.
- This is in full satisfaction of the Tenant's and the Landlord's applications.
- The Tenant is issued with a Monetary Order in the amount of \$125.00 which is enforceable in the Small Claims court if the Landlord fails to make payment within 15 days of receiving this decision.
- The Tenant provided the Landlord with an address to where the monies would be sent to and the Landlord is cautioned to ensure that documentation is retained in relation to any payments made.

This agreement and order is fully binding on the parties and is in full and final satisfaction of **all** the issues associated with the tenancy.

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: March 21, 2014

Residential Tenancy Branch

