



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNSD, MNDC, MND, RPP, FF

Introduction

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

The Landlord applied for: unpaid rent or utilities; for damage to the rental suite; to keep the Tenant's security deposit; for money owed or compensation for damage or loss under the Residential Tenancy Act (the "Act"), regulation or tenancy agreement; and to recover the filing fee.

The Tenant applied for the return of double the amount of the security deposit and for the return of his personal property.

Both parties appeared for the hearing and provided affirmed testimony during the hearing and documentary evidence in advance of the hearing. Both parties denied receipt of each other's Notice of Hearing documents and a copy of the application. However, both parties provided Canada Post tracking numbers as evidence for this method of service. Section 90(a) of the Act provides that a document is deemed to have been served five days after it is mailed. As a result, I accepted that both parties had served the required documents in accordance with Section 89(1) (c) of the Act and these were deemed to have been received by both parties.

At the start of the hearing, the parties explained the nature of their applications to each other and the Tenant confirmed that he had received the Landlord's written and photographic evidence separately prior to the hearing.

The hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

During the hearing, I determined that the Landlord had made an application to claim the Tenant's security deposit in relation to lost rent within the required time limits stipulated by the Act and therefore, the doubling provisions pursuant to Section 38(6) (b) did not apply.

The Landlord denied receiving the Tenant's notice to end the tenancy and the Tenant did not submit a written notice as evidence for this hearing. Accordingly, I determined that the Tenant had not complied with Section 45 of the Act in ending the tenancy.

During the hearing, the Landlord and Tenant decided to settle the issues between them through a mutual agreement, the details of which have been recorded below. The Landlord and Tenant were asked at the end of the hearing to confirm the terms and conditions recorded below, which they did.

After the settlement below had been discussed at length by both parties, the Tenant exited the hearing before being given permission to leave. However, the only items left to be determined were the confirmation of the parties' mailing addresses which had already been confirmed with the Tenant at the start of the tenancy. The Landlord was also provided information in enforcing a monetary order, the website links for which are documented on the next page.

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 both applications.

Both parties agreed to settle **both** applications in full under the following terms:

1. The Tenant and Landlord agreed to settle all of the matters associated with the tenancy in the amount of \$800.00 payable to the Landlord by the Tenant.
2. The Tenant consented to the Landlord keeping the Tenant's security deposit in the amount of \$400.00 in partial satisfaction of the above agreed amount.
3. The Landlord is issued with a Monetary Order for the remaining amount of \$400.00.
4. The Tenant provided the Landlord with a new cell number and both parties agreed to make arrangements for the Tenant to pick up personal belongings which had been left by the Tenant in the rental suite when the Tenant vacated.

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

For the reasons set out above, I grant the Landlord a Monetary Order in the amount of **\$400.00** pursuant to Section 67 of the Act. 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 if the Tenant fails to make payment in accordance with the above agreed conditions.

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: April 07, 2014

Residential Tenancy Branch

