



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNDC, MND, MNR, MNSD, FF

Introduction

This hearing was convened in response to cross applications.

The Landlord filed an Application for Dispute Resolution, in which the Landlord applied for a monetary Order for damage to the rental unit; for a monetary Order for unpaid rent; and to recover the fee for filing this Application for Dispute Resolution.

The female Landlord stated that the Application for Dispute Resolution and the Notice of Hearing were sent to each Tenant, via registered mail, at the service address noted on the Application. She stated that the service address was provided as a forwarding address.

The male Tenant stated that he and the female Tenant received notice of this hearing but that the third Respondent's package was not forwarded to him. I find that the third Respondent was served in accordance with section 89(1)(d) of the *Residential Tenancy Act (Act)* and the hearing proceeded in his absence.

The Tenant filed an Application for Dispute Resolution, in which the Tenant applied for a monetary Order for a monetary Order for money owed or compensation for damage or loss; for the return of the security deposit; recover the fee for filing this Application for Dispute Resolution. The Landlord acknowledged receiving these documents.

On March 31, 2014 the Tenant submitted numerous documents to the Residential Tenancy Branch, which the Tenant wishes to rely upon as evidence. The Tenant and the Landlord agreed that these documents were personally served to the Landlord on March 31, 2014 and they were accepted as evidence for these proceedings.

The female Landlord stated that on March 16, 2014 the Landlord submitted numerous documents/photographs to the Residential Tenancy Branch, which the Landlord wishes to rely upon as evidence. The Tenant and the Landlord agreed that these documents were mailed to the Tenant. The parties were advised that I was not in possession of

these documents; that we would proceed with the hearing; and that I would consider an adjournment if it became apparent that I needed to view the evidence.

The Landlord and two of the Tenants were represented at the hearing. They were given the opportunity to present relevant oral evidence, to make relevant submissions, and to ask relevant questions. After considerable discussion it became apparent that an adjournment would be necessary to provide the Landlord with an opportunity to resubmit evidence to the Residential Tenancy Branch. As we were discussing the details of the adjournment, the parties agreed to enter into a settlement agreement.

Issue(s) to be Decided

Should the security deposit be retained by the Landlord or returned to the Tenant?
Is the Landlord entitled to compensation for lost revenue?

Background and Evidence

The Landlord and the Tenant agreed that the Landlord can retain the security deposit. The parties agree that this agreement settles all issues in dispute at these proceedings and all other issues relating to this tenancy.

Analysis

The parties have reached a settlement agreement that resolves all issues in dispute at these proceedings.

Conclusion

Neither party is entitled to a monetary Order, as per their settlement agreement.

The settlement agreement is recorded on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: July 07, 2014

Residential Tenancy Branch

