



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, FF

Introduction

These hearings were convened by way of a conference call in response to an Application for Dispute Resolution (the “Application”) made by the Landlords for a Monetary Order for damages to the rental unit, to keep the Tenant’s security and pet damage deposits; and to recover the filing fee from the Tenant.

During the first hearing on February 24, 2015, both parties appeared. The Landlords explained that they had served the Tenant with a copy of the Application, the Notice of Hearing documents and their documentary evidence to the Tenant by registered mail to the forwarding address that had been provided by the Tenant at the end of the tenancy.

The Landlords explained in their written evidence that the address provided by the Tenant did not indicate a residence of any kind. Nevertheless, the documents were sent by registered mail. These were then subsequently returned to the Landlords. The Tenant explained that she had not received any documents from the Landlords and did not know what the case was against her. The Tenant explained that she had contacted the Residential Tenancy Branch to find out the date and time for the first hearing.

When the Landlord was asked to confirm the Tenant’s forwarding address they had sent the documents to, the Tenant explained that it was incorrect and submitted that she had mistakenly provided the Landlord with an incorrect address. This explained the reasons why the documents were returned to the Landlords. I have since amended the Landlord’s Application and the electronic records relating to this file with the correct mailing address for the Tenant.

As a result, I adjourned the hearing of February 24, 2015 and rendered an Interim Decision which further explained the reasons for the adjournment. Both parties were sent the Interim Decision along with notice of the date and time for this reconvened hearing.

Preliminary Issues

Both parties appeared for this reconvened hearing and provided affirmed testimony. The Tenant confirmed receipt of the Landlords Application and their documentary evidence. The Tenant was given an opportunity to respond to the Landlord's Application prior to the hearing. As a result, the Landlords confirmed receipt of the Tenant's rebuttal evidence prior to the hearing. No further issues with regards to the service of paperwork under the *Residential Tenancy Act* (the "Act") were raised by the parties.

I noted that the Landlords had made an Application for a monetary claim in the amount of \$4,948.72. However, the Landlords had submitted evidence in relation to an increased monetary claim in the amount of \$7,203.01. I explained to the Landlords that a monetary claim cannot be increased through the service of evidence to another party. I pointed the Landlords to Rule 2.11 of the Residential Tenancy Branch Rules of Procedure which sets out the process of amending an Application which includes increasing a monetary claim. Therefore, I informed the Landlords that I was only able to consider their monetary claim for the amount documented on the Application.

Before the parties presented their evidence in relation to the Application, I offered the parties an opportunity to settle this matter during the hearing through mutual agreement. The parties engaged into a long discussion about the details of this case including the reporting requirements as set out in: Sections 23, 24, 35 and 36 of the Act; Part 3 of the Residential Tenancy Regulation; and, Policy Guideline 17 on security deposits and set off. The parties then turned their minds to compromise and achieved a resolution of the dispute.

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 dispute in full and final satisfaction of the Landlords' Application. The Tenant agreed that the Landlords can keep \$1,250.00 of her deposits. The Landlord agreed to return the remainder balance to the Tenant in the amount of \$1,250.00. These agreed amounts are in full and final satisfaction of this tenancy and were confirmed with the parties during and at the conclusion of the hearing. The Tenant is issued with a Monetary Order in the amount of \$1,250.00 which is enforceable in the Small Claims court if the Landlords fail to make the agreed payment forthwith.

The Tenant confirmed her mailing address with the Landlord which was the one that was corrected on the Landlord's Application and on the electronic records relating to

this file. The Tenant agreed that the Landlord would call her on the contact number documented on the Landlord's Application to set a time and date for payment to be made by personal service.

This agreement and order is fully binding on the parties and is in full and final satisfaction of the Landlord's Application.

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 24, 2015

Residential Tenancy Branch

