



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding P CORP HOLDINGS LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNDC, MNSD, FF

Introduction

This hearing was convened by way of a telephone conference call in response to an Application for Dispute Resolution (the “Application”) made by the Landlord for a Monetary Order for: damage to the rental unit; money owed or compensation for damage or loss under the *Residential Tenancy Act* (the “Act”), regulation or tenancy agreement; to keep the Tenant’s security deposit; and, to recover the filing fee from the Tenant.

An agent for the Landlord appeared for the hearing and provided affirmed testimony throughout the hearing as well as documentary and photographic evidence prior to the hearing. The Tenant appeared for the hearing and provided affirmed testimony through a Translator.

The Tenant confirmed service of the Landlord’s Application and his evidence by registered mail. The Tenant confirmed that she had not provided any documentary evidence prior to this hearing.

The Landlord started the hearing by presenting evidence in relation to his monetary claim against the Tenant. The Landlord’s claim centered on a flood which had occurred in the rental suite in August 2014. The Landlord explained that he did not have any evidence and neither was he alleging that the Tenant was the cause and source of the flood. However, the Landlord claimed that the Tenant had been away for an extending period of time on vacation and had she been in the rental suite, the Tenant would have noticed the flood and the resulting damage to the rental unit would have been mitigated.

The Tenant disputed the Landlord’s claim and the lack of evidence and supporting documents he had to verify the losses he was seeking. The Tenant cited the Landlord’s obligation and option under the Act to check the rental unit at regular intervals during the tenancy. The Tenant explained that the Landlord had failed to complete a move in

Condition Inspection Report at the start of the tenancy which was not signed by her. The Tenant testified that she had only received a copy of the move-in and move-out Condition Inspection Report as part of the Landlord's evidence package provided to her by the Landlord before this hearing. The Tenant submitted that the Landlord had not ended the tenancy properly and she was also seeking monetary losses from the Landlord; although she had not made a formal Application for her alleged costs.

After the parties had completed the presentation of their evidence and submissions, I offered the parties a chance to settle the matter in full and final satisfaction of all of the issues associated with this tenancy. As a result, the parties agreed that mutual settlement was the best resolution to this dispute.

Settlement Agreement

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.

The Landlord withdrew his Application for his monetary claim and agreed to return the Tenant's security deposit in the amount of \$825.00 forthwith. The parties agreed that this resolution would be in **full and final satisfaction** of the Landlord's Application and all other issues associated with this tenancy. Therefore, no further Applications are permitted by the parties and this file is now closed.

The Tenant is issued with a Monetary Order in the amount of \$825.00 which is enforceable in the Small Claims court **if** the Landlord fails to make payment in accordance with this agreement. Copies of this order are attached to the Tenant's copy of this decision. This agreement and order is fully binding on the parties and was confirmed with the parties during the hearing and at the conclusion of the proceedings.

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 15, 2015

Residential Tenancy Branch

