



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Easy Rent Real Estate Services Ltd  
and [tenant name suppressed to protect privacy]

## **DECISION**

### **Dispute Codes:**

**MNDC, MNSD, FF**

### **Introduction**

This hearing was scheduled in response to the landlord's Application for Dispute Resolution, in which the landlord has requested compensation for damage or loss under the Act, damage to the rental unit, to retain the security deposit and to recover the filing fee from the tenant for the cost of this Application for Dispute Resolution.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained, evidence was reviewed and the parties were provided with an opportunity to ask questions about the hearing process.

### **Preliminary Matters**

The landlord submitted the application on December 13, 2014. The tenant confirmed receipt of the hearing documents in December 2014.

On July 7, 2015 the landlord amended the application to correct a mathematical error; however, the total claim did not differ from that served to the tenant in December 2014.

The tenant confirmed receipt of 28 pages of evidence sent via registered mail on July 7, 2014. The tenant said that he wanted that evidence set aside as it was not given on time.

The landlord confirmed receipt of 13 pages of evidence and digital evidence given six days prior to the hearing.

I considered sections 2.5 and 3.15 of the Residential Tenancy Branch Rules of Procedure, which provide:

### **3.1 Documents that must be served**

*The applicant must, within 3 days of the hearing package being made available by the Residential Tenancy Branch, serve each respondent with copies of all of the following:*

*a) the application for dispute resolution*

*b) the notice of dispute resolution proceeding letter provided to the applicant by the Residential Tenancy Branch;*

*c) the dispute resolution proceeding information package provided by the Residential Tenancy Branch;*

*d) a detailed calculation of any monetary claim being made;*

*These Rules of Procedure take effect on June 28, 2014 page 11*

*e) a copy of the Notice to End Tenancy, if the applicant seeks an order of possession or to cancel a Notice to End Tenancy; and*

*f) any other evidence, including evidence submitted to the Residential Tenancy Branch with the application for dispute resolution, in accordance with Rule 2.5 [Documents that must be submitted with an application for dispute resolution].*

Rule 2.5 of the Rules of Procedure require an applicant to submit, to the extent possible, copies of all documentary and digital evidence to be relied on at the hearing. Several exceptions do not apply in this case.

As the landlord made the application in December 2014 I find that service of that evidence sent to the tenant via registered mail on the last possible date to complete service fails to meet the requirement of the Rules. Therefore that evidence was set aside.

Rule 3.15 requires the respondent to submit rebuttal evidence to the applicant and Residential Tenancy Branch (RTB) no later than 7 days prior to the hearing.

The tenant was given the application, which set out the claim, in December 2014. As the tenant submitted evidence only six days prior to the hearing the tenants' evidence was set aside.

Late evidence submissions by both parties resulted in all written submissions and digital evidence being set aside.

### **Mutually Settled Agreement**

The parties reached a mutually settled agreement as follows:

- The tenant agreed to deductions from the \$1,239.00 security deposit;

- The landlord may deduct \$450.00 for painting and \$94.50 for cleaning costs; and
- The landlord will return the balance of the security deposit to the tenant, in the sum of \$694.50.

***Opportunity to settle dispute***

**63** (1) *The director may assist the parties, or offer the parties an opportunity, to settle their dispute.*

(2) *If the parties settle their dispute during dispute resolution proceedings, the director may record the settlement in the form of a decision or an order.*

Therefore, in support of the mutually settled agreement I find, pursuant to section 63(2) of the Act that the landlord is entitled to retain \$544.50 from the security deposit held in trust. Therefore, I find that the tenant is entitled to return of the balance of the security deposit in the sum of \$694.50.

Based on the mutually settled agreement and my finding I grant the tenant a monetary Order in the sum of \$694.50. In the event that the landlord does not return the balance of the security deposit this Order may be served on the landlord, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

This decision and mutually settled agreement 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: July 21, 2015

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Residential Tenancy Branch

