



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNSD, MND, 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 keep all or part of the security deposit; and to recover the fee for filing an Application for Dispute Resolution.

The Landlord stated that sometime in early December of 2015 the Application for Dispute Resolution, the Notice of Hearing, documents that were submitted to the Residential Tenancy Branch on December 04, 2015 and documents that were submitted to the Residential Tenancy Branch on December 08, 2015 were served to the Tenant, via registered mail. The Tenant acknowledged receiving these documents and they were accepted as evidence for these proceedings.

The Tenant filed an Application for Dispute Resolution, in which the Tenant applied to recover the security deposit and to recover the fee for filing an Application for Dispute Resolution.

The Tenant stated that in June of 2015 her Application for Dispute Resolution, the Notice of Hearing, and documents that were submitted to the Residential Tenancy Branch on June 01, 2015 were served to the Landlord, via registered mail. The Landlord stated that she no longer receives mail at the service address she provided in her Application for Dispute Resolution and that she did not provide the Tenant with an alternate service address.

The parties were advised that the hearing would be adjourned to provide the Tenant with an opportunity to re-serve the Tenant's Application for Dispute Resolution and evidence to the Landlord.

Issue(s) to be Decided

Is the Landlord entitled to compensation for damage to the rental unit?

Is the Landlord entitled to retain all or part of the security deposit or should it be returned to the Tenant?

Background and Evidence

Prior to the hearing being adjourned both parties indicated they wished to settle the matter in order to avoid an adjournment. The Landlord and the Tenant mutually agreed to settle all disputes related to these proceedings under the following term:

- the Landlord will retain the Tenant's security deposit of \$600.00.

Analysis

The issues in dispute at these proceedings have been settled in accordance with the aforementioned settlement agreement.

Conclusion

The parties have reached a settlement agreement. This 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 08, 2015

Residential Tenancy Branch

