



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, MNSD, MNDC, FF

Introduction

his hearing was convened in relation to the landlords' application pursuant to the *Residential Tenancy Act* (the Act) for:

- a monetary order for unpaid rent, for damage to the rental unit, and for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement;
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested; and
- authorization to recover their filing fee for this application from the tenant.

Both landlords and the tenant appeared.

Preliminary Issue – Admissibility of Landlords' Evidence

The tenant informed me that he had not received the landlords' evidence which was sent by registered mail on 27 August 2015.

The landlord submitted that the evidence was served outside the timeline prescribed by rule 3.14 of the Rules of Procedure because the evidence responded to the tenant's evidence. I asked the tenant for his submissions on whether or not I should exclude the landlords' evidence on the basis that it was served late. The tenant said that he did not have any submissions other than that he did not have the evidence.

I informed the tenant that the evidence contained photographs; however, as the parties did not have many, if any, factual disagreements, I did not believe that the admission of the photographs would unduly prejudice the tenant. I did caution the parties that if it became apparent that there was disagreement about a material fact, then this admissibility may have to be reconsidered.

It was not necessary to reconsider the issue as the facts were almost all agreed to by the parties. Further, in the course of the hearing the parties were able to reach a settlement to resolve all outstanding matters with respect to this tenancy, which ended 13 March 2015.

Analysis

Pursuant to section 63 of the Act, an 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. During the hearing the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

During this hearing, the parties reached an agreement to settle their dispute under the following final and binding terms:

1. The landlords agreed to withdraw their application.
2. The tenant agreed the landlords could retain his security deposit in the amount of \$500.00.
3. The landlords and the tenant agreed that no further claims would be filed with the Residential Tenancy Branch with respect to this tenancy.

The landlords and tenant agreed to this settlement. The parties agreed that these particulars comprise the full and final settlement of all aspects of their disputes.

Conclusion

The landlords' application is withdrawn. The landlords are permitted to retain the tenant's security deposit.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under subsection 9.1(1) of the Act.

Dated: September 11, 2015

Residential Tenancy Branch