



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, MNDC, FF

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the “Application”) made by the Landlord on May 21, 2015. The Landlord applied for a Monetary Order for: damage to the rental unit; to keep the Tenants’ security and pet damage deposits; for money owed or compensation for damage or loss under the *Residential Tenancy Act* (the “Act”); and to recover the filing fee from the Tenants.

The Landlord and the Tenants appeared for the hearing and provided affirmed testimony during the hearing as well as documentary evidence prior to the hearing. The Tenants confirmed receipt of the Landlord’s Application but argued that it was placed at their front door which was contrary to the service methods outlined in Section 89(1) of the Act. The Landlord acknowledged that she had served the documents for this hearing in this manner. However, the Tenants confirmed that they had received the documents shortly after they had been left at their forwarding address by the Landlord. I also confirmed that the Tenants were in possession of the entire Landlord’s material being relied upon by her for this hearing. As a result, I determined that the Tenants had been sufficiently served pursuant to Section 72(2) (c) of the Act.

The hearing process was explained to the parties and they had no questions about the proceedings. Both parties were given a full opportunity to present their evidence, make submissions to me, and cross examine the other party on the evidence provided.

The parties confirmed that the Tenants had paid a \$750.00 security deposit and a \$250.00 security deposit for this tenancy which the Landlord still retained. No interest is payable on these amounts. The parties confirmed that the Tenants had provided the Landlord with a forwarding address on May 13, 2015. Therefore as the Landlord had applied to keep the Tenants’ deposits on May 21, 2015 for damages to the rental unit

and loss of rent, I determined that the Landlord had correctly made her Application within the 15 day time limit set by Section 38(1) of the Act.

Both parties presented evidence and submissions in relation to the Landlord's Application. At the end of the hearing, I offered the parties an opportunity to settle the matter through mutual agreement. The parties turned their minds to compromise and achieved a resolution of the 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.

Both parties agreed to settle the Landlord's Application in full. The Tenants consented to the Landlord keeping their security and pet damage deposit in the amount of \$1,000.00. In addition, the Tenants agreed to pay the Landlord \$1,150.00 to settle the Landlord's monetary claim. This amount is to be paid to the Landlord by November 15, 2015.

The Landlord is issued with a Monetary Order in the amount of **\$1,150.00** which is enforceable in the Small Claims court **if** the Tenants fail to make payment in accordance with this agreement. Copies of this order are attached to the Landlord's copy of this Decision. The Tenants should retain documentary evidence of payment made to the Landlord in accordance with this agreement.

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

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: October 28, 2015

Residential Tenancy Branch

