



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, MNSD, FF

### Introduction

This hearing was convened by way of a conference call in response to an Application for Dispute Resolution (the “Application”) made by the Tenant for damage or loss under the *Residential Tenancy Act* (the “Act”), and for the return of the security deposit. The Tenant also applied to recover the filing fee from the Landlord. Both parties appeared for the hearing and provided affirmed testimony.

### Preliminary Matters

The Landlord confirmed receipt of the Tenant’s Application and documentary evidence by registered mail. However, the Tenant denied receipt of the Landlord’s extensive documentary evidence. The Landlord testified that she had served this to the Tenant by registered mail to the address on the Tenant’s Application which was the dispute address. The Landlord also informed the Tenant about this in a text message.

The Tenant confirmed that she had not provided the Landlord with a forwarding address and therefore, she would not have received it. I informed the Tenant that pursuant to Section 88(c) of the Act, the Landlord had completed service of her evidence. This was because it was served correctly to the address provided by the Tenant on her Application.

Therefore, I informed the parties that I would be considering the Landlord’s documentary evidence in this hearing. I did offer the Tenant an opportunity to withdraw her Application but the Tenant declined and wanted to move forward with the hearing despite not having the Landlord’s documentary evidence before her.

At the start of the hearing, the Tenant confirmed that she had been given back her security deposit and that her claim on the Application for the return of the security deposit was a mistake. As a result, the Tenant withdrew this portion of her Application.

The Landlord's documentary evidence indicated a detailed monetary claim against the Tenant. However, the Landlord was informed that she was at liberty to make a separate Application to prove this claim and that this hearing would not deal with the Landlord's monetary claim.

Both parties provided extensive evidence and submissions during the hearing. However, at the end of the hearing, I offered the parties an opportunity to settle the matter through mutual agreement. The parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of the dispute.

### Analysis & Conclusion

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 Tenant agreed to withdraw her entire Application on the provision that the Landlord does not make a monetary claim against her. The Landlord agreed that she would not make a monetary claim against the Tenant relating to this tenancy. The parties agreed that this would end all the matters in this tenancy and that this resolution was made in full and final satisfaction of **all** the issues associated with this tenancy.

The parties confirmed their voluntary understanding and agreement of resolution in this manner both during and at the conclusion of the hearing. No further Applications are permitted and 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: November 20, 2015

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Residential Tenancy Branch

