



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Palmar Properties
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD, O, OLC

Introduction

This hearing dealt with the tenants' Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by both tenants and an agent for the landlord.

While the tenant SS originally named a co-tenant as a respondent she submitted an amendment to her Application to correctly name the respondent SA as the applicant SA. Tenant SS also amended her original Application to show only the correct address for the landlord.

I note the landlord submitted evidence to the Residential Tenancy Branch (RTB) on April 26, 2016. This package of evidence included a copy of a Landlord's Application for Dispute Resolution seeking a monetary order, in the amount of \$3,400.00, from the tenants. I note that this Application was not processed by RTB staff and it did not include the \$100.00 filing fee.

Residential Tenancy Branch Rule of Procedure 2.11 states that in order to counter an existing Application for Dispute Resolution or in response to a related Application for Dispute Resolution, respondents may make a cross-application by filing their own Application for Dispute Resolution. A party submitting a cross-application is considered the cross-applicant and must apply as soon as possible and so that the respondent to the cross-application receives the documents set out in Rule 3.1 not less than 14 days before the hearing.

I find the landlord submitted only an Application form as evidence and not as Application; did not pay the \$100.00 filing fee; and in any event did not submit their Application at least 14 days prior to the hearing.

As such, I find the landlord has not filed an Application for Dispute Resolution to be adjudicated as a cross application to the tenant's Application.

Issue(s) to be Decided

The issues to be decided are whether the tenants are entitled to a monetary order for return of the security deposit, pursuant to Sections 38, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

During the hearing the parties reached the following agreement:

1. The tenants withdraw their Application for Dispute Resolution in its entirety;
2. The tenants agree to make no further claim against the landlord;
3. The landlord agrees to make no further claim against the tenants;
4. The landlord agrees to return \$500.00 to the tenants; and
5. The parties agree this settlement settles all claims regarding this tenancy.

Conclusion

In support of the above noted settlement and with agreement of both parties I grant the tenants a monetary order in the amount of **\$500.00**.

This order must be served on the landlord. If the landlord fails to comply with this order the tenants may file the order in the Provincial Court (Small Claims) and be enforced as an order of that Court.

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: May 03, 2016

Residential Tenancy Branch