



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding SPICE OF LIFE CATERING LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

MNDC, MND, MNSD, SS, FF

Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for a monetary Order for money owed or compensation for damage or loss, for a monetary Order for damage, to keep all or part of the security deposit, to recover the fee for filing this Application for Dispute Resolution, and to serve documents in a different way than is required by the *Residential Tenancy Act (Act)*. At the outset of the hearing the male Landlord withdrew the application to serve documents in a different way than is required by the *Act*.

The male Agent for the Landlord stated that on November 26, 2015 the Application for Dispute Resolution, the Notice of Hearing, and evidence the Landlord submitted to the Residential Tenancy Branch on November 27, 2016 were mailed to the Tenants. The Landlord submitted Canada Post documentation that corroborates this statement.

The male Tenant stated that he and the female Tenant, who is his wife, received the Application for Dispute Resolution, the Notice of Hearing, and a large amount of evidence from the Landlord. He stated that he is representing the female Tenant at these proceedings.

On the basis of the undisputed evidence I find that these documents have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*.

Issue(s) to be Decided

Is the Landlord entitled to compensation for damage to the rental unit and to keep all or part of the security deposit?

Background and Evidence

After considerable discussion regarding this tenancy the male Tenant stated that he did not receive some of the photographs the Landlord submitted to the Residential Tenancy

Branch, which he apparently realized as we were discussing the content of the photographs.

As these photographs appear to be highly relevant to the compensation being claimed by the Landlord, the parties were advised that the hearing would be adjourned to provide the Landlord with the opportunity to re-serve the Landlord's photographs to the Tenants. The decision to adjourn was based on:

- the apparent relevance and evidentiary value of the photographs the Tenant stated he did not receive;
- my inability to determine whether the male Landlord was being truthful when he stated all the photographs were served to the Tenants;
- my inability to determine whether the male Tenant was being truthful when he stated he did not receive some of the photographs the Landlord submitted to the Residential Tenancy Branch; and
- my determination that neither party would be unduly disadvantaged by an adjournment.

After discussing the details of the adjournment the Landlord and the Tenant mutually agreed to settle this dispute, and all other disputes related to this tenancy, under the following terms:

- the Landlord will retain the Tenants' security deposit of \$600.00; and
- the Landlord will retain the Tenants' pet damage deposit of \$500.00.

Analysis

The parties have settled this dispute in accordance with the aforementioned terms.

Conclusion

The parties have mutually agreed to settle the issues in dispute at these proceedings.

This settlement 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: June 21, 2016

Residential Tenancy Branch