



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNDC, MNR, MND, 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 unpaid rent, for a monetary Order for damage, and to recover the fee for filing this Application for Dispute Resolution. It is readily apparent from the information on the Application for Dispute Resolution that the Landlord is seeking to retain the security deposit and the parties were advised that matter would be considered at these proceedings.

The Landlord stated that on November 17, 2015 the Application for Dispute Resolution, the Notice of Hearing, and evidence the Landlord submitted with the Application were sent to the Tenant, via registered mail. The Tenant acknowledged receipt of these documents and they were accepted as evidence for these proceedings.

The Tenant stated that he submitted one page of evidence and 19 photographs to the Residential Tenancy Branch, although he cannot recall the date of service. The Tenant stated that this evidence was mailed to the Landlord sometime in November. The Landlord stated that he received the one page of evidence but he did not receive the 19 photographs.

The Tenant requested an adjournment as his mother has been rushed to the hospital in another community and that he is currently in the waiting room at the hospital. He stated that he is requesting the adjournment because he does not have access to privacy for the purposes of participating in the hearing and he does not feel able to fully participate in the hearing due to his concern for his mother. The Landlord did not object to the adjournment.

The parties were advised that the hearing would be adjourned and that I would allow evidence to be re-served prior to the reconvened hearing.

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Issue(s) to be Decided

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

Background and Evidence

After the parties were advised that the request for an adjournment was being granted the Tenant and the Landlord entered into a settlement agreement under the following terms:

- the Landlord will withdraw all claims he has made in this Application for Dispute Resolution; and
- neither party will pursue any further compensation in regards to any issues related to this tenancy.

Analysis

I find that the parties mutually agreed to settle the dispute.

Conclusion

This matter has been settled in accordance with the aforementioned terms.

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 07, 2016

Residential Tenancy Branch