



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes MNR, MNSD, MNDC, FF

### Introduction

This hearing dealt with a landlord's application for a Monetary Order for unpaid rent; damage or loss under the Act, regulations or tenancy agreement; and, authorization to retain the security deposit. The female landlord appeared and confirmed that she was representing both named landlords. The female tenant appeared at the hearing and confirmed that she was representing both named tenants. Both parties appeared or were provided the opportunity to make relevant submissions, in writing and orally pursuant to the Rules of Procedure, and to respond to the submissions of the other party.

With respect to service of the hearing packages upon each tenant, I was provided oral evidence consistent with the landlords mailing the hearing packages to the tenants in a single envelope by a way of Canada Post service that did not require a signature of the recipient. I found that this method of service did not meet the service requirements of section 89(1) of the Act; however, the female tenant testified that her husband, the male tenant, had received the hearing package and gave it to her in order for her to deal with the landlords' claims as he is in a remote area at the time of this hearing. Having heard both named tenants were in possession of a hearing package at one time, and the tenants had a discussion about the claims, I was satisfied both tenants were aware of the claims against them and I deemed both tenants sufficiently served pursuant to the authority afforded me under section 71 of the Act.

I also noted that the landlords had provided evidence to the Residential Tenancy Branch on June 8, 2016. The female tenant testified that she did not have copies of the evidence although she recognized that it was possible her husband received it. The landlord had a receipt indicating mail was sent on June 8, 2016; however, the receipt did not provide a tracking number and was inconsistent with registered mail. Although evidence may be sent using regular mail, the difficulty lies in proving it was received by the other party. Since the sender bears the burden to prove the mail was sent to the recipients and the tenant appearing before me did not have the evidence I informed the parties that the landlord may orally describe the content of the emails during the hearing if necessary.

At the outset of the hearing I also clarified the amount of compensation being sought by the landlords. The landlord stated that they wished to retain the security deposit in satisfaction of all damages and losses and they will waive entitlement to recover any amounts in excess of the security deposit. As such, I confirmed that the landlords are not seeking a Monetary Order and only wish to retain the security deposit. Initially, the tenant was not in agreement with the landlords' request to retain the security deposit and I proceeded to hear the merits of the case.

After both parties had an opportunity to be heard, a discussion ensued including questions by the tenant with respect to requirements under the Act. The parties turned their minds to resolving this dispute by way of a settlement agreement. The parties reached a mutual agreement and this decision reflects the settlement agreement reached by the parties during the hearing.

#### Issue(s) to be Decided

What is the settlement agreement reached during the hearing?

#### Background and Evidence

The parties mutually agreed to the following term in full and final satisfaction of any and all damages and losses suffered by the landlords with respect to this tenancy:

1. The landlords are authorized to retain the tenants' \$675.00 security deposit.

#### Analysis

Pursuant to section 63 of the Act, I have the authority to assist parties in reaching a settlement agreement during the hearing and to record a settlement agreement in the form of a decision or order.

I have accepted and recorded the settlement agreement reached by the parties during this hearing and make the term(s) an Order to be binding upon both parties.

In recognition of the settlement agreement, by way of this decision I authorize the landlords to retain the tenants' security deposit in full and final satisfaction of any and all of the landlords' damages and losses associated to this tenancy.

#### Conclusion

The parties resolved their dispute by way of a settlement agreement. The landlords are authorized to retain the tenants' security deposit in full and final satisfaction of any and all of the landlords' damages and losses that are associated to this tenancy.

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: July 13, 2016

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Residential Tenancy Branch

