



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, FF (Landlord's Application)
 MNSD, MNDC, FF (Tenants' Application)

Introduction

These hearings were convened by way of conference call in response to an Application for Dispute Resolution (the "Application") made by Landlord on November 15, 2015 and the Tenants on November 23, 2015. The Landlord's Application was amended on May 20, 2016 to increase the monetary claim. The Landlord applied for a Monetary Order for damage to the rental unit and to keep the Tenants' security deposit. The Tenants applied for the return of their security deposit and for money owed or compensation for loss under the *Residential Tenancy Act* (the "Act"). Both parties also applied to recover the filing fee from each other.

The parties detailed on the front page of this decision appeared for the hearing and provided affirmed testimony. The parties confirmed receipt of each other's Applications, the Landlord's amended Application, and the evidence served prior to the first hearing that took place on June 13, 2016.

During the hearings, the Tenants submitted that the Landlord had failed to serve the original Application pursuant to the time limit set by Section 59(3) of the Act and therefore, the Landlords' Application should be dismissed. In this respect, I determined that the Landlord had filed the original Application on November 15, 2015, 15 days after the tenancy had ended on November 1, 2015. The Landlord was then issued with a copy of her Application and notice of the original hearing on November 17, 2016 by the Residential Tenancy Branch, which the Landlord served to the Tenants on November 24, 2016. While I determined the Landlord has served the required paperwork for notice of this hearing outside of the three day time limits set by the Act, I find that the Tenants failed to disclose any evidence of how they were disadvantaged by the Landlord's failure to do so. I find the Tenants had sufficient time to respond to and consider the Landlord's monetary claim as the original hearing date was set for June 13, 2016, this being several months later. Therefore, I determined that the Landlord's original Application had been served to the Tenants pursuant to Section 71(2) (b) of the Act.

The first hearing heard the Landlord's monetary claim. It was adjourned to hear the Tenants' monetary claim. The parties were issued with an Interim Decision in relation to the adjourned hearing on June 13, 2016. The hearing process was explained to the parties and they had no questions about the proceedings. Both parties were given a full opportunity to present their evidence, make submissions to me, and cross examine the other party on the evidence provided. This took place over the course of two hearings which each lasted three hours each. At the conclusion of the reconvened hearing, I offered the parties an opportunity to settle the matter by way of mutual resolution instead of having a decision rendered upon them. Both parties indicated that they were willing to pursue this path of voluntary resolution as they wanted to put them matter behind them and move forward.

Settlement Agreement

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 parties engaged into a short discussion about the lengthy evidence that had been presented by the parties. As a result, the parties agreed that the Landlords will return the Tenants' full security deposit in the amount of \$750.00 to settle both Applications in full and final satisfaction. The Tenants are issued with a Monetary Order in the amount of \$750.00 which is enforceable in the Small Claims Division of the Provincial Court **if** the Landlord fails to make payment. The Landlord may send the monies to the Tenants' address on their Application which was confirmed with the parties during the hearing.

This agreement and order is fully binding on the parties and is in full satisfaction of the Applications. The parties confirmed their voluntary agreement to resolution in this manner both during and at the end of the hearing. Both files are 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 Act.

Dated: July 27, 2016

Residential Tenancy Branch