



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes:

MNDC, MNR, MND, MNSD, FF

### Introduction

This hearing was convened in response to cross applications.

The Landlord filed an Application for Dispute Resolution in which the Landlord applied for a monetary Order for money owed or compensation for damage or loss, to keep all or part of the security deposit, and to recover the fee for filing an Application for Dispute Resolution.

The Landlord stated that the Application for Dispute Resolution and the Notice of Hearing were sent to the Tenants, via registered mail, although she is not certain of the date of mailing. The female Tenant acknowledged receipt of these documents.

On August 11, 2016 the Landlord submitted an Amendment to an Application for Dispute Resolution. On August 16, 2016 the Landlord submitted 110 pages of evidence to the Residential Tenancy Branch. The Landlord stated that on August 11, 2016 these documents were sent to the Tenants, via registered mail. The female Tenant acknowledged receipt of these documents and the evidence was accepted as evidence for these proceedings.

The Tenants filed an Application for Dispute Resolution in which they applied for the return of their security deposit and to recover the fee for filing an Application for Dispute Resolution.

The female Tenant stated that the Application for Dispute Resolution, the Notice of Hearing, and evidence the Tenants submitted to the Residential Tenancy Branch on May 24, 2016 were sent to the Landlord, via registered mail, although she is not certain of the date of mailing. The Landlord stated that she received these documents in May of 2016. As the Landlord acknowledged receipt of the evidence, it was accepted as evidence for these proceedings.

Issue(s) to be Decided

Is the Landlord entitled to compensation for lost revenue, late fees, liquidated damages, damage to the rental unit, and to keep all or part of the security deposit?  
Is the Tenant entitled to the return of the security deposit?

Background and Evidence

After discussing service of documents, the Landlord and the Tenants mutually agreed to resolve all issues in dispute in these proceedings by agreeing that the Landlord could retain the Tenants' security deposit of \$600.00.

Analysis

The issues in dispute at these proceedings have been resolved in accordance with the aforementioned settlement agreement.

Conclusion

The parties are bound by the settlement agreement reached during 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: August 31, 2016

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Residential Tenancy Branch