



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BRADSHAW PROPERTY MANAGEMENT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNSD, MNDC, FF

Introduction

This hearing dealt with the landlord's monetary claim against the tenant for cleaning, damage, liquidated damages, and rent for an additional occupant; and, authorization to retain the tenant's security deposit. Both parties appeared or were represented at the hearing and 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.

Preliminary and Procedural Matters

At the outset of the hearing, I heard that the tenant received the landlord's evidence on April 15, 2017, which is less than 14 clear days before the hearing. The tenant confirmed that she had reviewed the evidence and had prepared a response to it. Therefore, I deemed the tenant sufficiently served with the landlord's evidence pursuant to the authority afforded to me under section 71 of the Act.

The landlord confirmed receipt of the tenant's evidence on April 19, 2017 which is less than seven clear days before the hearing. The landlord did not object to inclusion of the tenant's evidence and did refer to it during the hearing. Also, considering the tenant had only received the landlord's evidence a few days before serving her evidence I found the tenant took reasonable action to serve her evidence to the landlord in a timely manner. Therefore, I also deemed the landlord to be sufficiently served with the tenant's evidence package.

The tenant pointed out that the landlord named on the application is not a name she is familiar with. The parties were agreeable to amending the application to identify the landlord as seen on the tenancy agreement and on the correspondence issued to the tenant during the tenancy. I amended the application accordingly.

After both parties had an opportunity to be heard the parties turned their minds to reaching a settlement agreement. I was able to facilitate a settlement agreement between the parties that I have recorded by way of this decision.

Issue(s) to be Decided

What are the terms of the settlement agreement?

Background and Evidence

The parties mutually agreed to the following term in full and final settlement of any and all claims with respect to this tenancy:

1. The landlord shall retain the tenant's \$347.50 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 the 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 I make the terms an Order to be binding upon both parties.

For added certainty, I authorize the landlord to retain the security deposit. Further, both parties are now precluded from filing any other claim against the other with respect to this tenancy.

Conclusion

The parties reached a full and final settlement agreement during the hearing that I have recorded by way of this decision. In recognition of the settlement agreement, the landlord is authorized to retain the tenant's security deposit.

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: April 26, 2017

Residential Tenancy Branch