



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION AND RECORD OF SETTLEMENT

Dispute Codes

Tenant: CNR MNDC MNSD OLC FF
Landlord: OPR MNR MNDC FF

Introduction

This hearing was convened in response to cross applications filed by the parties, as amended, seeking Orders under the *Residential Tenancy Act* (the Act). The tenant and the landlord attended the conference call hearing and provided testimony.

Each party clarified their respective claims. The landlord acknowledged receiving the application and evidence of the tenant. The tenant claimed they are not aware of an application by the landlord. The landlord confirmed sending their application to the tenant's street address versus the *mailing address* (PO Box) provided in the tenant's application. The tenant testified they have never had access to the postal station to where mail sent to the street address is delivered, as their previous landlord controlled the postal key for the postal station and they relied solely on their *mailing address*. The landlord testified they mailed the tenant their application the day before receiving the tenant's application.

In this matter, I preliminarily found the circumstances for the tenant not receiving the landlord's application could not have been anticipated and were not within the control of either party. As a result I determined it appropriate to dismiss the landlord's application, with leave to reapply. The hearing proceeded solely on the merits of the tenant's application. The tenant clarified they have vacated the unit. As a result the tenant's claims respecting the viability of the tenancy are not relevant or addressed in this proceeding.

Background and Evidence

Section 63 of the *Residential Tenancy Act* provides that the parties may attempt to settle their dispute(s) during a hearing. Pursuant to this provision, discussion between the parties during the hearing led to agreement. Specifically, it was agreed as follows;

1. The parties agreed that at the start of the tenancy the landlord collected a security deposit of \$925.00 which the landlord retains in trust.
2. Both parties agreed to resolve all matters respecting the tenant's application and all monetary claims of the tenant arising from the tenancy and before this hearing on the agreed condition the landlord will return the security deposit to the tenant in the amount of **\$925.00, within 15 days** of this Decision.
3. The tenant acknowledged it is available to the landlord to reapply for dispute resolution seeking a Monetary Order.
4. The parties acknowledged the tenant will receive a monetary Order in the agreed amount of condition #2.

So as to perfect this agreement,

I grant the tenant a **Monetary Order** under Section 67 of the Act in the amount of **\$925.00**. The tenant is being given this Order. If the landlord does not pay the tenant the agreed amount, the tenant may serve the Order on the landlord. **I Order** that *if the landlord satisfies the agreed amount this Order becomes null and of no effect*. If necessary, the Order may be filed in Small Claims Court and enforced as an Order of that court.

As the parties mutually resolved their dispute I decline to grant the filing fee.

These particulars comprise the **full and final settlement** of all aspects of the tenant's application. Both parties testified they understood and agreed to the above terms. The parties confirmed at the end of the hearing that this agreement was made on a

voluntary basis and that the parties understood the nature of this full and final settlement of all matters.

Conclusion

The parties settled all aspects of the tenant's application in the above terms.

The landlord's application is dismissed, *with leave to reapply*.

This Decision and Settlement are final and binding.

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: May 10, 2017

Residential Tenancy Branch