



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding MACDONALD COMMERCIAL R.E.S. LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR, MNDC, MNSD, FF

Introduction

This hearing dealt with a landlord's application for a Monetary Order for unpaid and/or loss of rent; NSF charges; and, authorization to retain the 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.

The landlord had named two co-tenants in filing its Application for Dispute Resolution. The hearing packages were sent to each co-tenant at the same forwarding address. The tenant appearing at the hearing stated that the forwarding address provided to the landlord was for him only and that he and his former co-tenant parted ways after the tenancy ended. The landlord stated that no forwarding address was received for the other tenant so they used the only address provided to them.

Section 89(1) provides that an applicant is to serve each respondent with a copy of the Application for Dispute Resolution and other related hearing documents in one of the permissible ways. If an applicant landlord uses registered mail, the address for serving a tenant must be either: the tenant's address of residence at the time of mailing or the tenant's forwarding address; or as stipulated in a Substituted Service Order. I was not satisfied that the landlord used the other tenant's forwarding address or that the address used for mailing was that person's address of residence. Accordingly, was unsatisfied the other tenant was duly served with notification of this proceeding and I excluded the other named tenant from the style of cause of this decision.

I proceeded to the landlord's claims against the tenant appearing at the hearing. During the hearing, the parties turned their minds to resolving this dispute by way of a settlement agreement. A settlement agreement was reached and I have recorded it by way of this decision.

Issue(s) to be Decided

What are the terms of settlement?

Background and Evidence

The parties mutually agreed upon the following term(s) in full and final satisfaction of any and all claims related to this tenancy:

1. The landlord shall retain the tenants' security deposit of \$900.00.

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 term(s) an Order to be binding upon both parties.

In recognition of the settlement agreement, the landlord is hereby authorized to retain the tenant's security deposit. Both parties are now precluded from making any other Application for Dispute Resolution against the other party with respect to this tenancy.

Conclusion

The parties reached a full and final settlement agreement. In recognition of the settlement agreement, the landlord may retain the tenants' 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: May 02, 2018

Residential Tenancy Branch