



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNDCL-S, MNRL-S, FFL

Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for a monetary Order for money owed or compensation for damage or loss, for a monetary Order for unpaid rent, to keep all or part of the security deposit, and to recover the fee for filing this Application for Dispute Resolution.

The Landlord stated that sometime in October of 2018 the Application for Dispute Resolution and the Notice of Hearing were sent to the Tenant, via registered mail. The Tenant acknowledged receipt of these documents.

On January 14, 2019 the Landlord submitted an Amendment to the Application for Dispute Resolution. The Landlord stated that this document was served to the Tenant, via registered mail, on January 16, 2019. The Tenant acknowledged receipt of this document.

On October 12, 2018 the Landlord submitted evidence to the Residential Tenancy Branch. The Landlord stated that this evidence was served to the Tenant, via registered mail, with the Application for Dispute Resolution. The Landlord stated that she did not have all of her evidence with her at the time of the hearing so she does not know precisely how many photographs she submitted, although she estimates it was over 20.

The Tenant acknowledged receiving evidence from the Landlord with the Application for Dispute Resolution. The Tenant stated that she did not have the Landlord's evidence

with her at the time of the hearing so she does not know precisely how many photographs she was served, although she estimates it was approximately 7.

On January 16, 2019 the Tenant submitted evidence to the Residential Tenancy Branch. The Tenant stated that this evidence was served to the Landlord, via registered mail, on January 29, 2019. The Landlord stated that she has not yet received this evidence.

As the Tenant does not acknowledge receiving all of the Landlord's evidence and the Landlord has not received the Tenant's evidence, the parties were advised that the hearing would be adjourned to provide each party with the opportunity to re-serve the evidence they have submitted to the Residential Tenancy Branch. Prior to the conclusion of this hearing the parties entered a settlement agreement, thereby negating the need to adjourn this hearing.

Issue(s) to be Decided

Is the Landlord entitled to compensation for damage to the rental unit, to compensation for unpaid rent/lost revenue, and to keep all or part of the security deposit?

Background and Evidence

After considerable discussion the Landlord and the Tenant mutually agreed to settle this dispute under the following terms:

- the Landlord will retain the security deposit and pet damage deposit of \$1,800.00; and
- the Tenant will pay the Landlord \$900.00.

This agreement was summarized for the parties on at least two occasions and the Landlord and the Tenant clearly indicated that they agreed to resolve this dispute under these terms.

The Landlord and the Tenant acknowledged that they understand they were not required to enter into this agreement and that they understood the agreement was final and binding.

Analysis

All issues in dispute have been settled in accordance with the aforementioned terms.

Conclusion

On the basis of the settlement agreement I grant the Landlord a monetary Order for the \$900.00. In the event the Tenant does not voluntarily comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

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: February 07, 2019

Residential Tenancy Branch