



# 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.

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

The Landlord submitted a large amount of evidence to the Residential Tenancy Branch when she filed her Application for Dispute Resolution. 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 does not have all of her evidence with her so she does not know exactly how many photographs she served to the Tenant, although she believes it was more than 20.

The Tenant stated that she received some evidence with the Application for Dispute Resolution. She stated that she does not have all of the Landlord's evidence with her so she does not know exactly how many photographs were received, although she believes it was approximately 7.

The parties were advised that I would adjourn the hearing to provide the parties with the opportunity to re-serve the evidence they previously submitted to the Residential Tenancy Branch. The parties subsequently entered into a settlement agreement prior to the conclusion of this hearing, which negated the need to adjourn the 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 Tenants' security and pet damage deposit; and
- the Tenant will pay the Landlord \$900.00.

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

The Landlord and the Tenants 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 at these proceedings have been settled in accordance with the aforementioned settlement agreement.

Conclusion

On the basis of the settlement agreement I grant the Landlord a monetary Order for \$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

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Residential Tenancy Branch