



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes:

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 unpaid rent; to retain all or part of the security deposit, and to recover the fee for filing this Application for Dispute Resolution.

In the evidence the Landlord submitted a Monetary Order Worksheet that clearly indicates she is seeking compensation for damage. The Tenant spokesperson stated that the Tenants are aware that the Landlord is seeking compensation for damage to the rental unit. I therefore heard evidence regarding damage to the rental unit during these proceedings.

The Landlord stated that on February 01, 2019 the Application for Dispute Resolution, the Notice of Hearing, and evidence she submitted to the Residential Tenancy Branch on February 01, 2019 were sent to each Tenant, via registered mail. The Tenants acknowledged receipt of these documents and the evidence was accepted as evidence for these proceedings.

On April 26, 2019 the Landlord submitted 8 pages of evidence to the Residential Tenancy Branch. The Landlord stated that this evidence was served to each Tenant, via registered mail, on April 26, 2019. The Landlord was unable to provide a Canada Post tracking number for this evidence. The Tenant stated that this evidence was not received.

The Landlord was advised that the evidence she submitted on April 26, 2019 was not being accepted as evidence; that the hearing would proceed; that she could refer to the documentary evidence she submitted on April 26, 2019; and that she could request an

adjournment for the purposes of re-serving this evidence if, at any point during the hearing, the Landlord deemed it necessary for me to physically view the documents. The hearing concluded without the Landlord requesting an adjournment for the purposes of re-serving her evidence.

On May 01, 2019 the Tenants submitted video and 5 pages of evidence to the Residential Tenancy Branch. The Tenant's spokesperson stated that this evidence was sent to the Landlord, via registered mail, on May 02, 2019. The Landlord stated that she has just received this evidence and that she has had insufficient time to respond to it.

The Tenants were advised that their evidence was not being accepted as evidence; that the hearing would proceed; that they could refer to their documentary evidence; and that she could request an adjournment for the purposes of allowing the Landlord more time to consider the evidence if, at any point during the hearing, the Tenants deemed it necessary for me to physically view the documents. The hearing concluded without the Tenant requesting an adjournment for the purposes of allowing the Landlord more time to consider the Tenants' evidence.

The parties were given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. The parties were advised of their legal obligation to speak the truth during these proceedings.

#### Issue(s) to be Decided

Is the Landlord entitled to compensation for loss of revenue as a result of this fixed term tenancy ending prematurely?

Is the Landlord entitled to compensation for damage to the rental unit?

Is the Landlord entitled to retain the Tenants' security deposit?

#### Background and Evidence

After considerable discussion the Landlord and the Tenants mutually agreed to settle all issues in dispute at these proceedings under the following terms:

- the Tenants will pay the Landlord \$2,975.00;
- the Landlord will retain the Tenants' security deposit; and
- neither party will file another Application for Dispute Resolution in regards to this tenancy.

This agreement was summarized for the parties on at least three occasions and all parties in attendance at the hearing indicated that they agreed to resolve this dispute under these terms.

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

### Analysis

I find that the parties have mutually agreed to settle all issues in dispute at these proceedings under the aforementioned terms.

### Conclusion

On the basis of the settlement agreement I grant the Landlord a monetary Order for \$2,975.00. In the event that the Tenants do not comply with this Order, it may be served on the Tenants, 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 *Residential Tenancy Act*.

Dated: May 09, 2019

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Residential Tenancy Branch