



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding 0840403 BC LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNRL –S; FFL

### Introduction

This hearing was scheduled to deal with the landlord's application for a Monetary Order for unpaid rent and authorization to retain the tenant's security deposit and pet damage deposit. Both parties appeared or were represented at the hearing and had the opportunity to make relevant submissions and to respond to the submissions of the other party pursuant to the Rules of Procedure.

At the outset of the hearing, I explored service of hearing documents and evidence upon each other. The tenant testified that she received a registered mail package from the landlord but testified it did not contain any photographs or a Monetary Order worksheet. The tenant confirmed she understood the nature of the claim from the Application for Dispute Resolution and I was satisfied that the tenant was sufficiently aware of the claims against her. With respect to the photographs, or lack thereof, the landlord's agent was adamant that she printed out photographs and included them in the package sent to the tenant. However, the landlord did not know exactly how many photographs she sent or which photographs she sent since she did not print out copies for herself and had many on her camera. I informed the parties that I could not determine whether the tenant's package included photographs or not since the hearing was conducted over the telephone but that I was willing to proceed and if it is imperative that I see the landlord's photographs I would consider adjourning the hearing and ordering the landlord to re-serve the photographs.

The landlord confirmed receipt of the tenant's responses via registered mail but submitted that it was received less than the required time limit for doing so. I determined the landlord had received the tenant's response five clear days before the hearing instead of the seven days that are required under the Rules of Procedure. The landlord stated that she had additional evidence to submit in response to the tenant's evidence but that she did not have sufficient time to do so since the tenant's response was late. I

informed the landlord that I would proceed with the hearing but that I would consider adjourning the hearing if I determined it necessary and appropriate to permit the landlord to submit additional evidence in response to the tenant's late evidence.

I proceeded to hear from both parties with respect to the landlord's claim. After both parties had an opportunity to make submissions to me, the parties indicated a willingness to resolve this dispute by way of a settlement agreement. I was able to facilitate a settlement agreement between the parties and I have recorded their agreement by way of this decision and the order that accompanies it.

#### Issue(s) to be Decided

What are the term(s) of settlement?

#### Background and Evidence

The parties mutually agreed upon the following term(s) in full and final settlement of any and all claims the parties may have against each other:

1. The parties agree that the landlord has already refunded \$650.00 of the tenant's security deposit or pet damage deposit to the tenant and at this time the landlord continues to hold \$1,950.00 of the tenant's deposits.
2. The landlord shall refund to the tenant a further \$1,300.00 and is authorized to retain \$650.00 of the tenant's deposits.

#### 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 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, I order the landlord to pay the tenant \$1,300.00 without delay and I provide the tenant with a Monetary Order in the amount of \$1,300.00 to ensure payment is made.

In recognition of the mutual agreement, I also authorize the landlord to retain a total of \$650.00 of the tenant's security deposit or pet damage deposit.

Both parties are now precluded from making any other Application for Dispute Resolution against each other.

### Conclusion

The parties reached a full and final settlement agreement during the hearing and I have recorded that agreement by way of this decision. In recognition of the mutual agreement, the landlord is authorized to retain \$650.00 of the tenant's security deposit or pet damage deposit and must refund the balance of \$1,300.00 to the tenant without delay. The tenant is provided a Monetary Order in the amount of \$1,300.00 to ensure payment is made.

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: July 04, 2019

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Residential Tenancy Branch