



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNDL-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 unpaid rent, for a monetary Order for damage to the rental unit; to keep all or part of the security deposit, and to recover the fee for filing this Application for Dispute Resolution.

The Agent for the Landlord stated that on July 03, 2020 the Dispute Resolution Package was sent to the Tenant, via registered mail, to the service address noted on the Application. The Agent for the Landlord and the Tenant agree that the service address noted on the Application for Dispute Resolution was provided to the Landlord as a forwarding address sometime in June of 2020. The Tenant stated that he was not staying at that forwarding address in July of 2020, and he did not receive the documents that were mailed there.

The Agent for the Landlord stated that on July 03, 2020 the Dispute Resolution Package was sent to the Tenant, via email. The Tenant acknowledged receiving these documents. As the Tenant acknowledged receiving these documents, I find that they were sufficiently served to him pursuant to section 71(2)(c) of the *Residential Tenancy Act (Act)*.

The Agent for the Landlord stated that on July 03, 2020 evidence the Landlord submitted to the Residential Tenancy Branch in June of 2020 was sent to the Tenant, via registered mail, to the service address noted on the Application. The Tenant stated that he was not staying at that forwarding address in July of 2020, and he did not receive the documents that were mailed there.

The Agent for the Landlord stated that sometime in early September of 2020 evidence the Landlord submitted to the Residential Tenancy Branch in October of 2020 was sent

to the Tenant, via registered mail, to the service address noted on the Application. The Tenant stated that he was not staying at that forwarding address in September or October of 2020, and he did not receive the documents that were mailed there.

Although I accept the aforementioned evidence was served to the Tenant in accordance with section 88(d) of the *Act*, I also accept the Tenant's testimony that he did not receive that evidence. I find it would be a breach of the principles of natural justice to consider the Landlord's evidence without providing the Tenant with the opportunity to view it. The parties were advised that the hearing would proceed and that I would not be considering the Landlord's evidence during this hearing.

The Agent for the Landlord was advised that the hearing would be adjourned at the request of the Landlord if, by the end of the hearing, the Agent for the Landlord requested an adjournment for the purposes of re-serving evidence to the Tenant. The Agent for the Landlord requested an adjournment at the end of the hearing and the parties were advised that the hearing would be adjourned to provide the Landlord with the opportunity to re-serve evidence.

After the parties were advised of the adjournment, the parties clearly indicated they wished to enter into a settlement agreement, in part, to avoid the need for a second hearing. As the parties entered into a settlement agreement, there was no need to adjourn the hearing.

The Tenant submitted evidence to the Residential Tenancy Branch in October of 2020. The Tenant stated that he did not serve this evidence to the Landlord. As the evidence was not served to the Landlord, it was not accepted as evidence for these proceedings.

Prior to reaching a settlement the participants were given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. Each participant affirmed that they would provide the truth, the whole truth, and nothing but the truth at these proceedings.

Issue(s) to be Decided

Is the Landlord entitled to compensation for cleaning the rental unit, to compensation for changing the locks, to compensation for unpaid rent, and to keep all or part of the security deposit?

Background and Evidence

Although all participants testified at the hearing today, none of that testimony is being recorded here, as the parties were able to reach a settlement agreement.

At the hearing the Landlord and the Tenant mutually agreed to settle all issues in dispute at these proceedings with the understanding that the Landlord will retain the Tenant's security deposit of \$1,500.00.

This settlement agreement was summarized for the participants on at least two occasions and all participants clearly indicated that they agreed to resolve all issues in dispute in accordance with this settlement.

All participants 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. The settlement agreement grants the Landlord the right to retain the Tenant's security deposit.

Conclusion

All issues in dispute at these proceedings have been settled in accordance with the aforementioned settlement agreement.

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: October 19, 2020

Residential Tenancy Branch