



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL-S, MNDL-S, MNDCL-S

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Landlord on November 03, 2020 (the “Application”). The Landlord applied as follows:

- To recover unpaid rent;
- For compensation for damage;
- For compensation for monetary loss or other money owed; and
- To keep the security deposit.

The Landlord appeared at the hearing. The Tenant appeared at the hearing with the Advocate and the Advocate’s Assistant.

The Landlord advised of the correct landlord name which is reflected in the style of cause. The Landlord advised of the correct rental unit address which is reflected on the front page of this decision.

I explained the hearing process to the parties who did not have questions when asked. The parties provided affirmed testimony.

The Landlord advised at the outset that they were seeking the following compensation:

- \$750.00 for unpaid rent;
- \$150.00 for cleaning;
- \$150.00 for garbage removal; and
- \$40.00 for serving documents.

I told the Landlord the cost for serving documents is not recoverable and I would not consider this.

Both parties submitted evidence prior to the hearing. I addressed service of the hearing package and evidence.

The Advocate acknowledged service of the hearing package on November 04, 2020 but took issue with what details were in the package. At first, the Advocate acknowledged that the only issue that was not clear was that the Landlord was seeking compensation for garbage removal. However, the Advocate later changed this position and submitted that other details of the Application were not clear. The Advocate acknowledged receipt of the Landlord's evidence "well before the deadline".

I asked the Landlord where in the Application it showed they were seeking compensation for garbage removal. The Landlord could not point to where in the Application this was clearly set out.

Section 59(2) of the *Residential Tenancy Act* (the "Act") states:

(2) An application for dispute resolution must...

(b) **include full particulars** of the dispute that is to be the subject of the dispute resolution proceedings...(emphasis added)

The requirement of full particulars includes a requirement that the application for dispute resolution set out the amount of compensation being sought and the basis for the compensation being sought. The Landlord did not submit a Monetary Order Worksheet or equivalent document listing the compensation being sought. The Landlord could not point to where in the Application it was clear that they were seeking compensation for garbage removal. Given this, I told the Landlord I would not consider the request for compensation for garbage removal as I found it would be unfair to the Tenant to do so when the Landlord did not make it clear in the Application that they were seeking this.

The Landlord mentioned seeking an adjournment in relation to the garbage removal claim but then confirmed they were not seeking an adjournment.

I found the Application was clear that the Landlord was seeking unpaid rent and compensation for cleaning. I asked the Tenant if they were taking issue with me

hearing these claims given the submissions about service. The Advocate advised that the Tenant was not taking issue with me hearing these claims.

The Landlord advised that the Tenant's evidence was received at the Landlord's office the day before the hearing but that they had not yet seen the evidence. The Advocate advised that the evidence was sent by registered mail January 29, 2021. The Advocate had to look for the tracking number and I told the parties we would come back to this issue once the Advocate found the tracking number.

The Advocate raised the issue of settlement during the hearing.

The parties agreed there was a tenancy agreement between them in relation to the rental unit. The parties agreed the tenancy ended November 01, 2020.

I explained the settlement option to the parties pursuant to section 63(1) of the *Act* which allows an arbitrator to assist the parties to settle the dispute. I explained that settlement discussions are voluntary.

The parties discussed settlement.

Prior to ending the hearing, I confirmed the terms of the settlement agreement with the parties. I confirmed all issues had been covered. The parties confirmed they were agreeing to the settlement voluntarily and without pressure.

Settlement Agreement

The Landlord and Tenant agree as follows:

1. The Landlord holds a \$375.00 security deposit for the Tenant. The Tenant agrees the Landlord can keep the \$375.00 security deposit.
2. The Tenant will pay the Landlord a further \$375.00 by March 01, 2021.

This agreement is fully binding on the parties and is in full and final satisfaction of this dispute.

The Landlord is issued a Monetary Order in the amount of \$375.00. If the Tenant does not pay the Landlord in accordance with the above settlement agreement, this Order

must be served on the Tenant. If the Tenant does not comply with the Order, it may be filed in the Provincial Court (Small Claims) 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 22, 2021

Residential Tenancy Branch