



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDCL-S, FFL

### Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the Act) for:

- a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67;
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38;
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The landlord's agent (the landlord) attended the hearing via conference call and provided affirmed testimony. The tenant attended the hearing via conference call with the assistance of a Korean interpreter and provided affirmed testimony.

Both parties were advised that the conference call hearing was scheduled for 60 minutes and pursuant to the Rules of Procedure, Rule 6.11 Recordings Prohibited that recording of this call is prohibited.

The landlord stated that the tenant was served with the notice of hearing package via Canada Post Registered Mail on February 19, 2021 but clarified that a subsequent copy was sent via email to the tenant. The tenant stated that they did not receive the notice of hearing package via Canada Post Registered Mail but do confirm receipt of the same package via email. Both parties confirmed the tenant provided a forwarding address to the landlord which was used for the hearing package and that the tenant provided the address of an acquaintance. The tenant stated that this package was not received. Both parties confirmed the landlord served the tenant with the submitted documentary evidence via Canada Post Registered Mail on May 20, 2021. The tenant stated that the

landlord was served with the tenant's submitted documentary evidence via Canada Post Registered Mail on June 3, 2021. The landlord stated that he did not receive this package. The tenant stated that she has a confirmation of delivery dated June 7, 2021. Neither party raised any other service issues.

I accept the affirmed evidence of both parties and find that both parties are deemed sufficiently served as per section 90 of the Act with the notice of hearing package. I also find based upon the undisputed affirmed testimony of both parties that the tenant has been sufficiently served with the submitted documentary evidence as per section 88 of the Act. On the tenant's late submission of evidence to the landlord, I find that despite serving the landlord late the landlord is deemed sufficiently served as per section 90 of the Act. However, the landlord shall be given an opportunity to respond to the landlord's evidence if it is referred to during the hearing.

#### Issue(s) to be Decided

Is the landlord entitled to a monetary order for money owed or compensation and recovery of the filing fee?

Is the landlord entitled to retain all or part of the security deposit?

#### Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

This tenancy began on September 1, 2020 on a fixed term tenancy ending on August 31, 2021 as per the submitted copy of the signed tenancy agreement dated July 28, 2020. The monthly rent was \$1,350.00 payable on the 1<sup>st</sup> day of each month. A security deposit of \$675.00 was paid.

The landlord provided written details which states "Tenant broke a fixed term lease- landlord is requesting \$675.00 (deposit amount) + GST in liquidated damages as identified in the lease plus \$113.20 owing for utilities at the time the lease was broken.

The landlord seeks a monetary claim of \$921.95 which consists of:

\$708.75	Leasing Fees
\$113.20	Unpaid Utilities
\$100.00	Filing Fee

During the hearing the landlord proposed a settlement of the dispute.

Section 63 of the Residential Tenancy Act provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion between the two parties during the hearing led to a resolution. Specifically, it was agreed as follows:

The landlord agreed to cancel the application for dispute filed.

The tenant agreed to forfeit to the landlord the \$675.00 security deposit, which both parties agreed constituted a final and binding resolution of all monetary issues under dispute in this application for dispute resolution.

Both parties agreed that the above noted particulars comprised a full and final settlement of all aspects of the dispute arising from this application for dispute resolution.

The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of this matter.

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: June 11, 2021

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Residential Tenancy Branch