



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDL -S; MNDCL -S; FFL

Introduction

This hearing was scheduled to deal with a landlord's application for compensation against the tenants for damage to the rental unit and loss of rent; and, authorization to retain the tenant's security deposit.

The landlord and his agent, along with two of the co-tenants, appeared for the hearing. The parties were affirmed.

At the outset of the hearing, I explored service of the hearing materials. I heard the landlord's agent sent the proceeding package to each of the tenants via registered mail on August 5, 2021 at their forwarding address. The landlord's evidence package was delivered to one of the co-tenants on January 6, 2022, in person. The landlord's agent explained that the proceeding package went into his "spam" folder originally, which is why it was late being mailed to the tenants. The landlord's agent also explained that they had been waiting on one receipt before giving the entire 42-page evidence package to the tenants.

The tenants took issue with the proceeding packages being served outside of the time limit for doing so considering the proceeding package was prepared by the Residential Tenancy Branch on July 19, 2021 and it is up to the landlord to check his spam folder or follow up in a more timely manner. The tenants also stated that they prepared and sent their evidence to the landlord on January 5, 2022 which was before receiving the landlord's evidence package. The tenants confirmed that had they had the landlord's evidence package well in advance of the hearing, as is required, they would have provided additional evidence.

Not only was the landlord's proceeding package served late but the landlord's evidence package was also served outside of the time limit for doing so, as provided under Rules

3.11, 3.13 and 3.14 of the Rules of Procedure. I found that to admit the landlord's evidence would be prejudicial to the tenants since they had prepared their response without the benefit of the landlord's evidence. I explored options with the parties as to how to fairly resolve this dispute.

The parties indicated a willingness to reach a full and final settlement agreement during this hearing. I explained the settlement process to the parties and I proceeded to help the parties reach a settlement. By way of this decision, I record the settlement agreement reached by the parties.

Issue(s) to be Decided

What are the term(s) of settlement?

Background and Evidence

The parties mutually agreed to the following term in full and final settlement of any and all claims, or potential claims, the parties may have against each other with respect to this tenancy:

1. The landlord is authorized to retain the tenants' security deposit.

I reviewed the above described agreement with the parties and confirmed they were entering into the agreement under their own free will.

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 an Order of mine to be binding upon all parties.

In recognition of the mutual agreement, I authorize the landlord to retain the tenants' security deposit.

Both parties are now precluded from making any claim against the other with respect to this tenancy.

Conclusion

The parties reached a full and final settlement agreement during the hearing which I have recorded by way of this decision. In recognition of the mutual agreement, I authorize the landlord to retain the tenants' security deposit.

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: January 18, 2022

Residential Tenancy Branch