



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

Landlord: **MNDCL-S, MNDL-S, FFL**

Tenant: **MNSDS-DR**

Introduction

The words tenant and landlord in this decision have the same meaning as in the *Residential Tenancy Act*, (the "Act") and the singular of these words includes the plural.

This hearing dealt with applications filed by both the landlord and the tenant pursuant to the Act.

The landlord applied for:

- An order to be compensated for a monetary loss or other money owed and authorization to withhold a security deposit pursuant to sections 67 and 38;
- A monetary order for damages caused by the tenant, their guests to the unit, site or property and authorization to withhold a security deposit pursuant to sections 67 and 38; and
- Authorization to recover the filing fee from the other party pursuant to section 72.

The tenant applied for:

- An order for the return of a security deposit that the landlord is holding without cause, pursuant to section 38.

The landlord and the tenant AH attended the hearing. As both parties were in attendance, service of documents was confirmed. The landlord acknowledged receiving the tenant's Notice of Dispute Resolution Proceedings but did not receive the tenant's evidence. The tenant testified that she uploaded the evidence to the Residential Tenancy Branch website but does not recall sending copies to the landlord specifically. As the tenant was unable to satisfy me that she served the landlord with

her evidence, I advised the tenant that any documentary evidence she provided for the hearing would not be considered.

The tenant testified she did not receive the landlord's Notice of Dispute Resolution Proceedings package. The landlord testified that the Residential Tenancy Branch had set a different date for dispute resolution and the Notice of Dispute Resolution Proceedings packages for that hearing was sent via registered mail to each of the tenants on October 8, 2021. The tracking numbers for the mailings are recorded on the cover page of this decision. The landlord used the forwarding address given to her by the tenants as the address for service of the Notice of Dispute Resolution Proceedings. The tenant testified that the address is correct but there have been multiple break-ins in the mail room of her new building and that neither the co-tenant nor she received the Notice of Dispute Resolution Proceedings.

The landlord's Notice of Dispute Resolution Proceedings is deemed sufficiently served upon the tenants on October 13, 2021, five days after October 8, 2021, the day it was sent by registered mail in accordance with sections 89 and 90 of the Act.

Settlement Reached

Pursuant to section 63 of the Act, the Arbitrator may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order. I advised the parties on several occasions that there is no obligation to resolve the dispute through settlement and that if either party did not wish to resolve this matter through settlement, I was prepared to make a decision based on the evidence before me. During the hearing the parties discussed the issues between them, turned their minds to compromise and achieved the following resolution of their dispute.

The parties agree that the landlord will return \$770.00 of the tenant's security deposit in full and final satisfaction of both the landlord's and the tenant's claims.

During the hearing, the tenant acknowledged receipt of the \$770.00 and no monetary order will be issued.

Both parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute. As the parties resolved matters by agreement, I make no findings of fact or law with respect to the application before me.

The decision to order payment of the filing fee is discretionary upon the arbitrator and in accordance with section 72 of the *Act*, the filing fees of the parties will not be recovered.

Conclusion

Both the landlord's and the tenant's claims are settled in the terms recorded above pursuant to section 63 of the *Act*.

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: May 03, 2022

Residential Tenancy Branch