



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

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

Introduction

This hearing dealt with two applications pursuant to the *Residential Tenancy Act* (the “**Act**”). The landlord’s application for:

- authorization to retain all or a portion of the security deposit in partial satisfaction of the monetary order requested pursuant to section 38;
- a monetary order for unpaid rent, for damage to the rental unit, and for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement in the amount of \$4,670 pursuant to section 67; and
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

And the tenant’s application for:

- a monetary order for compensation for damage or loss under the Act, regulation or tenancy agreement in the amount of \$3,012.50 pursuant to section 67; and
- authorization to recover the filing fee for this application from the landlord pursuant to section 72.

The tenant attended the hearing. She was assisted by her mother. The landlord was represented at the hearing by its director (“**AR**”) and its leasing coordinator (“**AG**”). All were given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

The tenant testified that she never received the application for dispute resolution proceeding package from the Residential Tenancy Branch (the “**RTB**”) which she was required to serve on the landlord. AR stated that he was unaware that the tenant had made a claim against the landlord. I confirmed that RTB staff emailed the application for dispute resolution proceeding package to the tenant on February 14, 2022. The tenant confirmed that the email address it was sent to was correct. I am unsure why the tenant did not receive it.

In any event, as the tenant failed to serve the landlord with her application materials, the landlord has not been able to prepare for her application. It would be unfair to allow the application to proceed in the circumstances. Accordingly, I dismiss the tenant’s application with leave to reapply.

The tenant acknowledged that she had received the landlord's application materials by registered mail.

Settlement

Pursuant to section 63 of the Act, an 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. During the hearing the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of all issues currently under dispute:

1. The landlord may retain the security deposit of \$857.50.
2. The tenant will pay the landlord \$1,642.50 on or before May 31, 2022.
3. If the tenant failed to pay this amount as required, this agreement is cancelled and of no effect, and the landlord may reapply for the full amount of relief sought.

These particulars comprise the full and final settlement of all aspects of this dispute. The parties gave verbal affirmation at the hearing that they understood and agreed to the above terms as legal, final, and binding, which settle all aspects of this dispute between them.

Conclusion

As the parties have reached a settlement, I make no factual findings about the merits of these applications.

To give effect to the settlement reached between the parties, and as discussed at the hearing, I issue the attached monetary order ordering the tenant to pay the landlord \$1,642.50 by May 31, 2022.

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 6, 2022

Residential Tenancy Branch