



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNDL-S, FFL

Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for a monetary Order for money owed or compensation for damage or loss, to keep all or part of the security deposit, and to recover the fee for filing this Application for Dispute Resolution.

The Agent for the Landlord stated that on July 06, 2022 the Dispute Resolution Package and evidence submitted to the Residential Tenancy Branch on June 16, 2022 were sent to the Tenant, via registered mail. The Tenant acknowledged receipt of these documents and evidence was accepted as evidence for these proceedings.

On January 18, 2023 the Landlord submitted a copy of a condition inspection report to the Residential Tenancy Branch. The Agent for the Landlord stated that this evidence was served to the Tenant, via registered mail, on January 18, 2023. The Agent for the Landlord cited a Canada Post tracking number that corroborates this testimony.

The Tenant stated that she did not receive the document that was allegedly sent to her on January 18, 2023.

The parties were advised that I would not be accepting the condition inspection report as evidence, as I have no documentary evidence before me that establishes it was received by the Tenant. The parties were advised that I would proceed with the hearing and, at the end of the hearing, I would consider adjourning the hearing to provide the Landlord with the opportunity to re-serve this document if the Agent for the Landlord deems it necessary for me to view that document. As the parties were able to reach a

settlement agreement, I did not need to determine if it was necessary to adjourn the hearing to provide the Landlord with the opportunity to re-serve this document.

The participants were given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. Each participant affirmed that they would speak the truth, the whole truth, and nothing but the truth during these proceedings.

The participants were advised that the Residential Tenancy Branch Rules of Procedure prohibit private recording of these proceedings. Each participant affirmed they would not record any portion of these proceedings.

Issue(s) to be Decided

Is the Landlord entitled to compensation for damage to the rental unit (cleaning) and to keep all or part of the security deposit?

Background and Evidence

After considerable discussion about the terms of the tenancy agreement, the condition in which the rental unit was left at the end of the tenancy, and whether or not condition inspection reports were completed at the start and end of the tenancy, the parties mutually agreed to settle all issues in dispute at these proceedings under the following term:

The Landlord will retain the security deposit of \$425.00.

The aforementioned settlement agreement was summarized for the parties on at least two occasions. The Agent for the Landlord and the Tenant clearly indicated their intent to resolve this dispute under this term.

The Agent for the Landlord and the Tenant each acknowledged that they understand they were not required to enter into this agreement and that they were doing so voluntarily.

The Agent for the Landlord and the Tenant each acknowledged that they understood the agreement was final and binding.

As the parties were able to reach a settlement agreement, the details of the testimony provided is not being recorded here.

Analysis

All issues in dispute at these proceedings were settled in accordance with the aforementioned settlement agreement.

Conclusion

All issues in dispute at these proceedings were settled in accordance with the aforementioned settlement agreement. On the basis of this settlement agreement, the Landlord will be retaining the Tenant's security deposit of \$425.00.

This settlement agreement is recorded on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Act*.

Dated: January 31, 2023

Residential Tenancy Branch