



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNDL-S, MNRL-S, MNDCL-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, for a monetary Order for unpaid rent, for a monetary Order for damage to the rental unit, to keep all or part of the security deposit, and to recover the fee for filing this Application for Dispute Resolution.

The Landlord stated that on June 22, 2022 the Dispute Resolution Package and evidence submitted to the Residential Tenancy Branch in June of 2022 was sent, by registered mail, to a forwarding address provided by the Tenant at a previous dispute resolution proceeding in June of 2022. The Landlord submitted a Canada Post receipt that corroborates this statement.

The Tenant stated that he did not receive the aforementioned documents.

I checked the Canada Post website during the hearing and determined that the package had not been delivered and is being held by Canada Post.

The parties were advised that the hearing would be adjourned to provide the Landlord with an opportunity to re-serve the aforementioned documents to the Tenant. The hearing was adjourned because I concluded that the Landlord had properly served hearing documents to the Tenant but, through not fault of either party, the Tenant had not received them.

Issue(s) to be Decided

Is the Landlord entitled to compensation for damage to the rental unit, to compensation for unpaid rent/utilities, and to keep all or part of the security deposit?

Background and Evidence

Prior to adjourning the hearing, the parties were given the opportunity to reach a settlement agreement.

The Tenant stated that he is willing to reach a settlement agreement even though he has not received a copy of the Application for Dispute Resolution.

The parties mutually agreed to settle all issues in dispute at these proceedings under the following terms:

- The Landlord will retain the Tenant's security deposit of \$1,200.00; and
- The Tenant will pay the Landlord \$1,622.50.

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

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

Analysis

I am satisfied that the parties mutually agreed to settle all issues in dispute at these proceedings in accordance with the aforementioned terms.

Conclusion

On the basis of the settlement agreement, I grant the Landlord a monetary Order for the \$1,622.50. In the event the Tenant does not voluntarily comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

The Landlord will retain the security deposit of \$1,200.00 in accordance with the settlement agreement.

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

Dated: February 27, 2023

Residential Tenancy Branch