

DECISION

Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution under the *Residential Tenancy Act* (the Act) for:

- a Monetary Order for damage to the rental unit or common areas under sections 32 and 67 of the Act
- a Monetary Order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement under section 67 of the Act
- authorization to retain all or a portion of the Tenant's deposits in partial satisfaction of the Monetary Order requested under section 38 of the Act

This hearing also dealt with the Tenant's Application for Dispute Resolution under the *Residential Tenancy Act* (the Act) for:

- a Monetary Order for the return of all their deposits under section 38 of the Act
- authorization to recover the filing fee for this application from the Landlord under section 72 of the Act

Those listed on the cover page of this decision attended the hearing and were affirmed.

Words utilizing the singular shall also include the plural and vice versa where the context requires.

Service of Notice of Dispute Resolution Proceeding (Proceeding Package) and Evidence

The Tenant confirmed service of the Landlord's Proceeding Package and Landlord's evidence.

The Landlord confirmed service of the Tenant's Proceeding Package and Tenant's evidence.

Preliminary Matters

Section 59(2) of the *Act* requires the party making the application to include the full particulars of the dispute.

Section 59(5) of the states that the Director may refuse to accept an application for dispute resolution if the application does not disclose the full particulars of the dispute.

I find the Landlord's claim for a Monetary Order for damage to the rental unit or common areas under sections 32 and 67 of the Act, and the claim for a Monetary Order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement under section 67 of the Act do not disclose the full particulars of the dispute as required under section 59(2) of the Act. The Landlord did not provide a detailed breakdown for the amounts they are claiming on their application, and the monetary order worksheet does not match the same amount and description of the items being claimed on the application. Therefore, the Landlord's application for a Monetary Order for damage to the rental unit or common areas under sections 32 and 67 of the Act, and the claim for a Monetary Order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement under section 67 of the Act are dismissed, with leave to reapply. I make no findings on the merits of the matter. Leave to reapply is not an extension of any applicable limitation period.

Settlement Reached

Under section 63 of the Act, the Arbitrator may assist the parties to settle their dispute. 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 this hearing, the parties reached an agreement to settle their dispute.

Both parties agreed to the following terms of a final and binding resolution of the Landlord's remaining claim on their application and the Tenant's application, and that they did so of their own free volition and without any element of coercion:

- Both parties agreed that the Landlord will pay to the Tenant the amount of \$7,500.00 for the deposits by January 30, 2026.
- Both parties agreed that these particulars compromise the full settlement of all aspects of the Landlord's remaining claim on their current application and the Tenant's current application.

Conclusion

To give effect to the above settlement reached between the parties, I grant a Monetary Order to the Tenant in the amount of \$7,500.00. The Tenant is provided with this Order, and the Landlord must be served with a copy of this Order as soon as possible. Should the Landlord fail to comply with this Order, this Order may be filed and enforced in the Provincial Court of British Columbia (Small Claims Court)

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: January 13, 2026

Residential Tenancy Branch