



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PEMBERTON HOLMES PROPERTY MANAGEMENT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNDC, MNSD, FF

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution made by the landlord for a Monetary Order for: damage to the rental unit; to keep all or part of the security and pet damage deposit; for money owed or compensation for damage or loss under the *Residential Tenancy Act* (referred to as the “Act”), regulation or tenancy agreement; and, to recover the filing fee from the tenants.

One of the tenants appeared with her father acting as an advocate for both hearings. During the hearings, HK provided affirmed testimony and her advocate provided a number of submissions. An agent appeared for the landlord in both hearings and also provided affirmed testimony during the hearings.

The first hearing took place on December 10, 2013. The landlord provided three Canada Post tracking numbers relating to each of the named tenants as evidence that the tenants were served with the Notice of Hearing documents. Section 90 of the Act states that a document served by mail is deemed to have been received 5 days after mailing it. Based on this, I find that the landlord served all the tenants the hearing documents in accordance with the Act.

The hearing was adjourned at the outset to allow the landlord to receive the tenants’ evidence as HK was unable to provide supporting evidence that it had been served to the landlord in accordance with the Residential Tenancy Branch Rules of Procedure. The hearing was reconvened during which the landlord confirmed the receipt of the tenants’ documentary evidence. The tenant also confirmed receipt of the landlord’s evidence in accordance with the Rules of Procedure.

The landlord claimed that she had also submitted late documentary evidence for the second hearing relating to unpaid utilities. However, this evidence was not before me during the hearing and the tenant had not been put on notice about such a claim. Therefore, this was not considered or dealt with during this hearing.

Analysis & Conclusion

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. 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 settle the landlord's application in **full** under the following terms:

1. The tenant agreed to settle the landlord's monetary claim for damages in full in the amount of \$1,871.00.
2. As the landlord already holds a security and pet damage deposit of \$1,497.50, the tenant consents to the landlord retaining this amount in partial satisfaction of the above amount.
3. As a result, the tenant is to pay to the landlord the remaining balance of the settlement figure above in the amount of \$373.50.
4. The landlord is issued with a Monetary Order in the amount of \$373.50 which the landlord can serve to the tenants **if** they fail to make payment in accordance with the above conditions.

The tenants are cautioned to ensure they have a written record of any payments issued and served to the landlord.

For the reasons set out above, I hereby grant the landlord a Monetary Order in the amount of \$373.50.

This order is final and binding on the parties and may be enforced.

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: February 12, 2014

Residential Tenancy Branch

