



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCL-S, FFL

Introduction

This hearing was convened as a result of the Landlords' Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act"), for a monetary order of \$625.00 for damage or compensation for damage under the Act, retaining the security deposit for this claim; and to recover their \$100.00 Application filing fee.

The Tenant and the Landlord, B.D., appeared at the first teleconference hearing and gave affirmed testimony. I explained the hearing process to the Parties and gave them an opportunity to ask questions about it.

However, the Tenant said that he was not served with the Landlords' Notice of Hearing or evidentiary submissions. He said he did not find out about this hearing until he received a reminder notice from the RTB. However, the Landlord provided evidence that he had sent these documents to the Tenant via registered mail on July 27, 2021. I checked the Canada Post website to learn that a notice card was delivered to the address, and a final notice was sent, before the package was returned to the sender.

In the hearing, the Tenant provided his P.O. box address, however, the postal code was different than that set out on the registered mail receipt the Landlord submitted. As a result, I find it more likely than not that the Landlord failed to write the correct address on the label, and that the registered mail package was wrongly addressed.

Accordingly, I adjourned the hearing so that the Parties could exchange evidence properly. I encouraged the Landlord to look up the postal code on the Canada Post website, or email or text the Tenant for the correct address, if they choose to serve via registered mail again.

In the reconvened hearing, the Tenant said that he had still not been served by the Landlord, despite the Landlord having said that he sent it by registered mail and email again. The Tenant denied having received the Landlord's documents.

However, prior to the reconvened hearing, the Tenant submitted a statement to the RTB indicating that he did not dispute the Landlords' claim for his security deposit. In the reconvened hearing, the Tenant confirmed that that this was his statement and that he did, in fact, agree that the Landlords could retain his \$625.00 security deposit. Further, the Tenant said that he had already offered this to the Landlords, but that they rejected it and insisted on pursuing the arbitration process. As such, and given the Tenant's difficult financial situation, the Tenant requested that he not be required to reimburse the Landlords with the \$100.00 cost of their Application filing fee.

I read the statement to the Parties in the reconvened hearing and the Landlord said that he agreed with the Tenant's proposal, including that the Landlords will not recover their \$100.00 Application filing fee.

Based on this agreement between the Parties and pursuant to section 72 of the Act, I authorize the Landlord to retain the Tenant's \$625.00 security deposit as full and final payment of the issues between the Parties. Further, I decline to award the Landlords with recovery of the \$100.00 Application filing fee.

Conclusion

The Parties have agreed to settle their matters regarding this tenancy ,as follows. The **Landlord is authorized** to retain the Tenant's **\$625.00 security deposit** in full and final resolution of the matters between the Parties. I dismiss the Landlords' claim for recovery of their \$100.00 Application filing fee without leave to reapply, as agreed upon between the Parties in the hearing.

This Decision is final and binding on the Parties, unless otherwise provided under the Act, and 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: April 26, 2022

Residential Tenancy Branch