



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, FF, O

Introduction

This hearing dealt with applications from both the landlords and the tenant under the *Residential Tenancy Act* (the *Act*). The tenant applied for:

- a monetary order for compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67;
- authorization to recover her filing fee for this application from the landlords pursuant to section 72; and
- other unspecified remedies.

One Landlord applied on the behalf of both landlords for:

- a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67; and
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions and to discuss their concerns with one another. The tenant confirmed that on December 27 or December 28, 2012, she received the landlord's 1 Month Notice to End Tenancy for Unpaid Rent (the 1 Month Notice) placed in her mailbox at the rental unit by the female landlord (the landlord) on December 25, 2012. The landlord confirmed that both landlords received copies of the tenant's original and amended dispute resolution hearing packages sent by the tenant by registered mail on December 13, 2012 and February 15, 2013 respectively. I am satisfied that the above documents were served in accordance with the *Act*.

The landlord testified that she sent the tenant a copy of the landlord's dispute resolution hearing package by registered mail on February 18, 2013. She provided the Canada Post Tracking Number to confirm this registered mailing. The tenant testified that she realizes that there is a registered mail package waiting for her at the local post office but she has not picked it up. She said that she was unaware of the details of the landlord's

application for dispute resolution or the landlord's written evidence, both sent by registered mail. At the hearing, the landlord read into evidence the contents of a letter submitted into written evidence from one of the other tenants in this three-unit rental house. In accordance with sections 89(1) and 90 of the *Act*, I find that the tenant was deemed to have been served with the landlord's dispute resolution hearing package and written evidence package on the fifth day after the registered mailing, February 23, 2013.

Issues(s) to be Decided

Are either of the parties entitled to a monetary award for losses or damage arising out of this tenancy? Are either of the parties entitled to recover their filing fees for their applications from one another?

Background and Evidence

This one-year fixed term tenancy began on September 1, 2012. Monthly rent was set at \$2,100.00, payable in advance on the first of each month, plus utilities. In December 2012, the tenant gave the landlord her written authorization to retain the tenant's \$1,050.00 security deposit paid by the tenant on August 6, 2012.

On December 9, 2012, an incident occurred in the tenant's rental unit where a pot was left on her stovetop overnight causing major smoke damage throughout this triplex. The tenant removed the pot at 6:30 or 7:00 a.m. the next morning. As restoration work had to be undertaken, the tenant vacated the rental unit that day, hoping that this work could be completed quickly to enable her to return to the rental unit.

On December 25, 2012, the landlord issued a 1 Month Notice requiring the tenant to end her tenancy by January 31, 2013. As the tenant did not return to live in the rental unit and did not dispute the 1 Month Notice, the tenancy is considered to have ended as a result of the 1 Month Notice. The tenant did not have renter's insurance. Although the tenant paid full rent for December 2012, she cancelled payment on her January 2013 rent cheque.

The tenant's original application was for a monetary award of \$5,000.00. She increased the amount of her requested monetary award to \$10,380.00 to compensate her for the losses she incurred as a result of this incident and her move from the rental unit. She maintained that the landlords had not properly installed or inspected the smoke alarms in her rental unit.

The landlord's applied for a monetary award of \$3,650.00. This amount was to compensate the landlords for the \$500.00 deductible they had to pay that was not

covered by their insurance company. Their claim also included unpaid rent of \$2,100.00 for January 2013 and their loss of two weeks of rent for February 2013, until they were able to obtain a new tenant in this rental unit.

Analysis

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 their applications and all issues between them under the following final and binding terms:

1. The landlords agreed, as gesture of goodwill, to mail the tenant a cheque for \$1,050.00 by March 8, 2013, in order to return the tenant's security deposit to her.
2. Both parties agreed that the above settlement agreement satisfied all monetary issues arising out of this tenancy and their applications and also agreed that neither party will commence action of any type to seek additional monetary awards from the other party for anything that occurred during this tenancy.
3. Both parties agreed that this settlement agreement constituted a final and binding resolution of all issues arising out of this tenancy.

Conclusion

In order to implement the above settlement reached between the parties, I issue a monetary Order in the tenant's favour in the amount of \$1,050.00. I deliver this Order to the tenant in support of the above agreement for use **only** in the event that the landlords do not abide by the terms of the above settlement. The tenant is provided with these Orders in the above terms and the landlord(s) must be served with a copy of these Orders as soon as possible after a failure to comply with the terms of the above settlement agreement. Should the landlord(s) fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders of that 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 *Residential Tenancy Act*.

Dated: March 01, 2013

Residential Tenancy Branch

