



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNR, MNDC, FF, O, SS

### Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution made by the landlords for: unpaid rent or utilities; money owed or compensation for damage or loss under the *Residential Tenancy Act* (referred to as the “Act”); to recover the filing fee for the cost of the application; and to serve documents or evidence in a different way than required by the Act.

The landlords and tenants appeared for the hearing and provided affirmed testimony.

The landlord made the application on July 23, 2013 after which a conference call hearing was scheduled on October 30, 2013 at 1:00 p.m. However, the landlords failed to appear for the hearing and the landlord’s application was dismissed. The landlords made an application for Review Consideration on November 21, 2013 and the Arbitrator examined the application and determined that the landlords were unable to attend the hearing on July 23, 2013 and ordered that a new hearing be set. The Residential Tenancy Branch scheduled a new hearing for this date and mailed out the Notice of Hearing documents to the landlords on December 6, 2013 to serve onto the tenants.

The landlords testified that they received the hearing documents from the Residential Tenancy Branch on December 17, 2013 by mail and served the tenants with the Notice of Hearing documents and the documentary evidence used in this hearing by registered mail on December 19, 2013. The landlords provided the Canada Post tracking numbers and evidence to show that one of the tenants had received and signed for both packages on December 23, 2013. The tenant who signed for the document testified that he did not receive the paperwork until the middle of January, 2014 and did not give the other tenant a copy until mid January, 2014. Based on the documentary evidence provided by the landlord in regards to the service of the hearing documents and evidence to be used for this hearing, I accept that the landlords served the tenants with the documents in accordance with the Act and that the tenants had sufficient time to prepared and submit documents for this hearing which they did not.

At the start of the hearing the landlords confirmed that they had not elected to serve documents or evidence by substituted service on their application. No other issues were identified as 'Other' issues in the landlord's application. As a result, the landlord withdrew these portions of the application.

### 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 tenants agreed to pay the landlords **\$5,800.00** in monetary compensation.
2. The landlords agreed that the tenants can pay this amount by making continuous and consistent monthly payments of \$500.00 until the full amount is paid.
3. The tenants are to make the \$500.00 monthly payments to the landlords by the end of each month starting in February, 2014.
4. The landlords are issued with a Monetary Order in the amount of \$5,800.00, which can be enforced **if** the tenants fail to make the payments as agreed.

Both parties are cautioned to keep detailed written records of any transactions that are made with regards to the above terms of the agreement.

For the reasons set out above, I hereby grant the landlords a Monetary Order in the amount of **\$5,800.00**. This order is final and binding on the parties and may be enforced in the Small Claims Court as an order 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: January 29, 2014

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Residential Tenancy Branch

