



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNSD, MNDC, FF, O

### Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the “Application”) made by the Landlord for a Monetary Order for: damage to the rental suite; money owed or compensation for damage or loss under the *Residential Tenancy Act* (the “Act”), regulation or tenancy agreement; to keep the Tenant’s security deposit; for ‘Other’ issues and to recover the filing fee.

Both parties appeared for the hearing. The Tenant confirmed receipt of the Landlord’s Application as well as the two amended versions but denied receipt of the Landlord’s written evidence. The Landlord stated that his written evidence which he was relying upon to support his monetary claim of \$4,411.45 was served to the Tenant by placing it underneath his door.

In the absence of the Tenant’s admission that he received the Landlord’s written evidence I turned my mind to the manner in which the Landlord’s written evidence was served. Section 88 of the Act does not allow documents to be served to a party by placing them under the door. Policy Guideline 12 to the Act elaborates on service by posting to the door; it superficially states that “Placing a copy of the document under the door is not recognized by the Legislation”.

Based on this, I determined that the Landlord’s written evidence could not be considered in this hearing as it would not be in the interest of natural and fair justice to refer to and consider evidence not provided to the Respondent.

The Landlord considered withdrawing his Application with leave to re-apply but also considered settlement with the Tenant. As a result, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of the Landlord’s Application through a settlement agreement.

### 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.

Both parties agreed to settle the dispute in full under the following terms:

1. The Tenant agreed to settle the Landlord's monetary claim for a total amount of **\$3,425.00**.
2. The Tenant agreed that the Landlord can keep the Tenant's security deposit of **\$425.00** in partial satisfaction of the above amount, leaving an outstanding balance of **\$3,000.00**.
3. The Landlord agreed that the Tenant can pay the remaining amount in the form of monthly payments.
4. The parties agreed that the first payment will be made by the end of September, 2014 in the amount of **\$250.00**.
5. The Tenant is then to ensure that the Landlord receives monthly payments of **\$250.00** thereafter until the debt is fully paid. The monthly payments are to be **received** (not issued) by the Landlord by the end of each respective month.
6. The Landlord is issued with a Monetary Order in the amount of \$3,000.00, which can be enforced **if** the Tenant fails to make any of the payments in the manner agreed above. Copies of this order are attached with the Landlord's copy of this decision.
7. As a result, both parties are cautioned to keep detailed written records of any transactions that are made with regards to the above terms of the agreement.

This agreement is made in **full and final** satisfaction of all of the issues associated this tenancy and is legally binding on the parties.

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: August 07, 2014

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Residential Tenancy Branch

