



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 was convened by way of conference call concerning an Application for Dispute Resolution (the “Application”) made by the Tenant for money owed or compensation for damage or loss under the *Residential Tenancy Act* (the “Act”), regulation or the tenancy agreement. The Tenant also applied to recover the filing fee and for ‘Other’ issues.

The Landlord named on the Tenant’s Application appeared for the hearing with two of the Co-Landlords for this tenancy. The Tenant also appeared for the hearing. The parties provided affirmed testimony during the hearing as well as documentary evidence prior to the hearing. No issues were raised by the parties in relation to the service of the Tenant’s Application in accordance with the Act and the service of the parties’ written evidence in accordance with the Residential Tenancy Branch Rules of Procedure.

However, the Tenant did provide a USB which contained audio recordings which I was unable to open on my computer because the files were not accessible. The Landlord also explained that they did not receive a USB from the Tenant. The Tenant was informed about the provisions of Rule 3.10 of the Rules of Procedure pertaining to digital evidence which states that if a party is unable to access the digital evidence, the Arbitrator may determine that the digital evidence will not be considered.

I offered the Tenant an opportunity to adjourn the hearing to allow her to re-submit the USB evidence to the Residential Tenancy Branch and to the Landlord in a format that could be accessed. However, the Tenant declined and consented to continuing the hearing without the USB evidence.

Both parties provided extensive and lengthy evidence presentations and submissions during the hearing regarding the Tenant’s Application. At the end of the hearing, I offered the parties an opportunity to settle the matter through mutual agreement.

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.

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 Tenant's Application.

The Landlord agreed to settle the Tenant's application **in full** by paying the Tenant \$400.00 in monetary compensation forthwith. The Tenant is issued with a Monetary Order in the amount of \$400.00 which is enforceable in the Small Claims court **if** the Landlord fails to make the above payment under the terms of this settlement agreement. Copies of this order are attached to the Tenant's copy of this Decision.

The Landlord is cautioned to retain documentary evidence of the payment made to meet the terms and conditions of this agreement. This agreement and order is fully binding on the parties and is in full satisfaction of Tenant's Application.

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: July 08, 2015

Residential Tenancy Branch

