



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, MNR, OLC, RP, O, FF

Introduction

This hearing was scheduled to hear the tenants' application for monetary compensation for emergency repairs and damage or loss under the Act, regulations or tenancy agreement; and, orders for compliance and repairs. Both parties appeared or were represented at the hearing and were provided the opportunity to make relevant submissions, in writing and orally pursuant to the Rules of Procedure, and to respond to the submissions of the other party.

I heard that the tenants sent their hearing documents to the landlords via registered mail on August 17 or 18, 2015 which is more than three days after filing. The tenants explained that they did not have an address for the landlords except the rental unit address and they did initially attempt to serve the hearing documents by placing them in the mail box at the rental unit. Only after the landlords subsequently served them with Notices to End Tenancy did they obtain a service address for the landlords. The landlord confirmed that in completing the tenancy agreement the landlords had indicated the rental unit was their service address even though they live elsewhere. The landlord stated that the tenants have their telephone number. I informed the landlord that a telephone number does not replace the landlords' obligation to provide the tenants with a service address at which the tenants could send documents to the landlords. I found the delay in serving the landlords with the hearing documents to be attributable to the landlords' failure to provide the tenants with a service address to which they could mail documents to the landlords. Since the landlord confirmed that he had received the tenants' hearing documents via registered mail and he appeared prepared to respond to the issues they raised I deemed the landlords sufficiently served pursuant to the authority afforded me under the Act. Accordingly, I proceeded to hear the tenant's application.

I determined that the tenants had since vacated the rental unit. The tenants withdrew their request for orders and stated the request for compensation for emergency repairs

was indicated in error. As such, the tenants confirmed that the only issue to resolve was their claim for compensation for garage space not provided.

Both parties provided testimony with respect to garage space, among certain other things pertaining to unpaid rent and the security deposit. The parties were able to reach a settlement agreement during the hearing that I have recorded by way of this decision.

Issue(s) to be Decided

What are the terms of settlement?

Background and Evidence

The parties mutually agreement to the following terms of settlement during the hearing:

1. The landlord is authorized to retain the tenants' security deposit.
2. The tenants withdraw their monetary claim and shall not pursue the landlords for any other claims related to this tenancy.
3. The landlords shall not pursue the tenants for any amounts owed to the landlords with respect to this tenancy.
4. The tenants' other Application for Dispute Resolution set for hearing on November 17, 2015 is withdrawn and that dispute resolution hearing shall be cancelled (the file number for that proceeding is recorded on the cover page of this decision).

Analysis

Pursuant to section 63 of the Act, I have the authority to assist parties in reaching a settlement agreement during the hearing and to record a settlement agreement in the form of a decision or order.

I have accepted and recorded the settlement agreement reached by the parties during this hearing and make the terms an Order to be binding upon both parties.

In recognition of the settlement agreement I authorize the landlord to retain the tenants' security deposit. I have also cancelled the dispute resolution hearing set for hearing on November 17, 2015.

Conclusion

The parties reached a final settlement agreement during the hearing in resolution of this dispute and any other dispute the parties' may have against the other party with respect to this tenancy. As part of the settlement agreement, the landlord has been given authorization to retain the tenants' security deposit.

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: October 22, 2015

Residential Tenancy Branch

