



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **REVIEW DECISION**

Dispute Codes      MNDC, OLC, LRE, RR, O, FF

### Introduction

This review hearing was convened in response to an Application for Dispute Resolution (the "Application") made by the Tenant on July 27, 2015. The Tenant applied for: money owed or compensation for loss or damage under the *Residential Tenancy Act* (the "Act"), regulations or tenancy agreement; for the Landlord to comply with the Act, regulations or tenancy agreement; to suspend or set conditions on the Landlord's right to enter the rental unit; for a rent reduction; to recover the filing fee from the Landlord; and for "Other" issues.

In response to the Tenant's Application, the original hearing took place on October 7, 2015. However, there was no appearance by the Landlord for that hearing. As a result, the Arbitrator who had conduct of that hearing determined that the Tenant had vacated the rental unit and therefore the only matters left to deal with on the Application was the Tenant's monetary claim. The Arbitrator considered the undisputed evidence of the Tenant and granted the Tenant's Application in full. The Tenant was issued with a Decision and a Monetary Order in the amount of \$2,996.50, both dated October 7, 2015.

However, the Landlord applied for a review of the October 7, 2015 Decision. On November 13, 2015 the Arbitrator who had conduct of the Landlord's review application determined that a review hearing should be convened to hear the matter again; the decision and order dated October 7, 2015 were suspended until the outcome of this review hearing.

### Preliminary Issues

The Tenant and Landlord appeared for this review hearing and provided affirmed testimony. The Landlord confirmed receipt of the Tenant's Application and the Tenant's documentary and photographic evidence which was served prior to the original hearing.

The Tenant also confirmed that the only matters to be dealt with in this hearing were his monetary claim of \$2,996.50.

The Landlord had provided three pages of late evidence which had not reached the Tenant by registered mail at the time of this hearing. I also noted that the Landlord's evidence was in relation to evidence of a monetary claim he was seeking from the Tenant.

The Landlord was informed that if he wanted to pursue a monetary claim from the Tenant, if he must make a Landlord's Application for Dispute Resolution and put the Tenant on notice of this claim; such a claim cannot be made through the submission of evidence. Accordingly, I declined to consider the Landlord's evidence as it had not been submitted within the time limits provided by the Residential Tenancy Branch Rules of Procedure and did not relate to the Tenant's monetary claim.

The Tenant also informed me at the start of the hearing that he had also made an Application for the return of his security deposit and had served the Landlord with documents for that matter to be heard on June 6, 2016 at 1:30 p.m. The file number for that hearing appears on the front page of this decision.

The Landlord denied receipt of these documents and therefore, I was unable to hear this matter in this hearing. As a result, I informed the parties that the Tenant's Application for the return of his security deposit would have to be heard in the June 6, 2016 hearing. However, with the consent of both parties, the Landlord was provided with the details of the June 6, 2016 hearing. In addition, the Tenant agreed to mail the documents for that hearing again to the Landlord's address which was provided by the Landlord which is also documented on the front page of this decision.

The Tenant also confirmed during the hearing that he was also having mail forwarded from his mailing address which he had during the tenancy. However, the Tenant also provided another address to the Landlord during the hearing, which is also documented on the front page of this decision. The Tenant confirmed during the hearing that the Landlord may serve documents to any of these two addresses. The Landlord was cautioned about the doubling provision provided by Section 38(6) of the Act.

Both parties were given a full opportunity to present their evidence, make submissions to me, and cross examine the other party on the evidence provided. The parties presented evidence and made submissions to me during the hearing. Before, I concluded the hearing I offered the parties an opportunity to settle both Applications made by the Tenant the Landlord's potential monetary claim through

mutual agreement. The Tenant did not want to settle his Application to be heard on June 6, 2015. However, the Tenant was agreeable to settling this Application.

### Settlement Agreement

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.

The Landlord agreed to pay the Tenant \$896.50 in monetary compensation to settle this Application in full. The Tenant is issued with a Monetary Order for this amount. This must be served to the Landlord and may then be enforced in Small Claims Court as an order of that court. The Landlord is cautioned to retain documentation in relation to the payment made.

This agreement is fully binding on the parties and is in full satisfaction of the Tenant's Application made on July 27, 2015. The parties confirmed voluntary resolution in this manner both during and at the end of the hearing.

Pursuant to Section 82(3), the previous decision and Monetary Order issued to the Tenant is now set aside is replaced with this Review Decision and the attached Monetary Order for the amount of \$896.50.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act

Dated: January 21, 2016

---

Residential Tenancy Branch

