



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, CNL, MNDC, PSF, AAT, LAT, RR

Introduction

These hearings took place by telephone conference call in response to an Application for Dispute Resolution (the “Application”) made by the Tenant on May 19, 2016. The Tenant amended the Application on June 7, 2016.

The Tenant, the Tenant’s legal advocate, and the Landlord appeared for the hearing scheduled on June 22, 2016. At that hearing, the Tenant confirmed that she had applied for a number of issues which were applicable at the time the Application was made because the tenancy was ongoing. However, since that time, the tenancy had ended and the only matter to be determined on the Application was the Tenant’s claim for money owed or compensation for damage or loss under the *Residential Tenancy Act* (the “Act”), regulation or tenancy agreement. This amount had been increased to \$2,000.00 in the Tenant’s amended Application.

During the June 22, 2016 hearing, the Landlord confirmed receipt of the Tenant’s Application and the amended Application. The Landlord also confirmed receipt of the Tenant’s documentary evidence that had been served by the Tenant prior to the hearing. However, that hearing was adjourned because the Landlord’s documentary evidence had not been served to the Tenant or to the Residential Tenancy Branch for this file. The full details of the reasons for the adjournment of that hearing were documented in my Interim Decision dated June 22, 2016. That Interim Decision also required the Landlord to provide the Tenant’s legal advocate and the Residential Tenancy Branch with a copy of the Landlord’s documentary evidence.

The reconvened hearing took place on August 12, 2016 and was attended by the Landlord and the Tenant. In that reconvened hearing, the Tenant requested an adjournment of the proceedings because her legal advocate was not able to be present and she had not received the Landlord’s documentary evidence as I had instructed the Landlord to serve. As a result, I granted the Tenant’s request to adjourn the hearing

again and instructed the Landlord to serve her documentary evidence to the Tenant as there was still a dispute about whether this had been served to the Tenant. The full details of the reasons for adjourning the August 12, 2016 hearing were detailed in my Interim Decision dated the same day.

During the reconvened hearing on October 6, 2016, the parties confirmed receipt of the Landlord's documentary evidence and the Tenant's additional sets of evidence packages she had severed prior to the hearing. No issues were raised with regards to the service of this evidence and parties agreed to proceed with the hearing using all of the evidence that had been served by both parties prior to the hearing.

During all the hearings, the hearing process was explained to the parties and they had no questions about the proceedings. Both parties were given a full opportunity to provide oral testimony under affirmation, make witnesses available to give testimony, present documentary evidence, make submissions to me, and cross examine the other party on the evidence provided.

During the hearings the parties had brought it to my attention that the Landlord had made an Application under a different file number which was scheduled to be heard on December 6, 2016 at 1:30 p.m. between the same parties. That file number appears on the front page of this Decision. The Landlord had applied for an Order of Possession (which was no longer required) and a monetary claim for unpaid rent and recovery of the filing fee.

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, after the parties had finished providing evidence in this hearing for the Tenant's monetary claim, I offered the parties an opportunity to settle both file numbers through mutual settlement.

The parties were asked whether they wanted to put forward an offer for mutual resolution for both file numbers. I offered this opportunity to the Landlord first. The Landlord's agent stated that they were willing to withdraw their monetary claim if the Tenant agreed to withdraw her monetary claim and that this will result in no monies being exchanged or owed to either party and offsetting each other's' claim. The Tenant was allowed to have a private discussion outside of the conference call to consult with her legal advocate. The Tenant then agreed to this course of resolution which is laid out as follows.

The Landlord agreed to withdraw her Application to be heard on December 6, 2016. The Tenant agreed to withdraw the Application that was heard in this hearing. The parties confirmed that this agreement was being made in full and final satisfaction of both Applications and all the issues associated with the tenancy. As a result, I made no legal findings in this matter and there is no requirement for the parties to appear for the December 6, 2016 hearing.

This agreement is fully binding on the parties. The parties confirmed voluntary resolution in this manner at the conclusion of the hearing. Both files are now closed.

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 6, 2016

Residential Tenancy Branch

