



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CATERA DEVELOPMENTS LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, MNSD, MNDC, FF

Introduction

This hearing took place by telephone conference call in response to the Landlord's Application for Dispute Resolution (the "Application") filed on June 11, 2017 for an Order of Possession. The Landlord also applied for a Monetary Order for: unpaid rent and utilities; to keep the Tenant's security deposit; and for money owed or compensation for damage or loss under the *Residential Tenancy Act* (the "Act"), regulation or tenancy agreement; and to recover the filing fee from the Tenant.

An agent for the Landlord and the named Tenant appeared for the hearing and provided affirmed testimony. The hearing process was explained and no questions were asked as to how the proceedings would be conducted.

The Tenant confirmed receipt of the Landlord's Application. The parties confirmed service and exchange of each other's evidence. However, that evidence was not before me in the file. Therefore, I allowed the parties to continue with the hearing relying on their documentary evidence and advised that I may need to adjourn the hearing in order for me to view and analyze any disputed documentary evidence.

At the start of the hearing, the Landlord confirmed that he did not require an Order of Possession as the tenancy had ended on May 31, 2017. Therefore, the Landlord withdrew this portion of the Application.

The parties were then given an opportunity to present evidence on the Landlord's claim for unpaid rent, unpaid utilities, and loss associated with a fridge.

During the hearing, the Landlord confirmed receipt of the Tenant's forwarding address on May 14, 2017 by email. The Landlord was then informed about the 15 day time limit

he had to file his Application pursuant to Section 38(1) of the Act as well as the doubling provisions provided for by Section 38(6) of the Act for failing to do so.

Section 63 of the Act allows an Arbitrator to 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.

At the end of the hearing, I gave the parties an opportunity to settle the matter by mutual resolution. The parties considered this alternative form of resolution, turned their minds to compromise and were able to reach an agreement in full satisfaction of the Application as follows.

Settlement Agreement

The Tenant agreed to pay the Landlord \$650.00 in full satisfaction of the Landlord's \$7,589.71 monetary claim. The Landlord allowed the Tenant to pay this amount on or before December 31, 2017.

The Landlord is issued with a Monetary Order in the amount of \$650.00, which can be enforced in the Small Claims Division of the Provincial Court as an order of that court **if** the Tenant fails to make payment by the agreed date. The Tenant was cautioned to retain documentary evidence of payment made to meet the terms of this agreement.

Both parties agreed that this settlement was made voluntarily and confirmed their understanding and agreement of resolution in this manner at the conclusion of the hearing. This file is 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 Act.

Dated: November 29, 2017

Residential Tenancy Branch