



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding THE RESNTIAL GROUP REALTY  
PROMPTON REAL ESTATE SERVICES to protect

## **DECISION**

Dispute Codes      MNDC, FF

### Introduction

This hearing dealt with the tenants' application pursuant to the *Residential Tenancy Act* ("Act") for:

- a monetary order for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* or tenancy agreement, pursuant to section 67; and
- authorization to recover the filing fee for this application, pursuant to section 72.

Landlord KRL ("landlord") and "landlord KIL" and the two tenants, tenant MS ("tenant") and "tenant SS," attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The landlord confirmed that he had permission to speak on behalf of the landlord company TRGR named in this application, as an agent at this hearing (collectively "landlord TRGR"). Landlord KIL confirmed that she had permission to speak on behalf of the landlord company PRES as an agent at this hearing (collectively "landlord PRES"). This hearing lasted approximately 51 minutes in order to allow both parties to negotiate a full settlement of this application and any tenancy issues.

The landlord and landlord KIL confirmed receipt of the tenants' application for dispute resolution hearing package. In accordance with sections 89 and 90 of the *Act*, I find that both landlord TRGR and landlord PRES were duly served with the tenants' application.

The landlord stated that he served the tenants with landlord TRGR's written evidence package by way of registered mail on December 20, 2017. The landlord provided a Canada Post tracking number verbally during the hearing. The tenants confirmed that they did not receive the written evidence because they moved to a different address and did not inform the landlords, only the Residential Tenancy Branch. I informed all parties that I would consider landlord TRGR's written evidence package at this hearing

because it was properly served to the address provided by the tenants as they did not advise the landlords of their change of address and the RTB is not required to do so. In accordance with sections 88 and 90 of the Act, I find that the tenants were deemed served with landlord TRGR's written evidence package on December 25, 2017, five days after its registered mailing. However, the parties agreed to settle this matter at this hearing, so the evidence was not considered by me in any event.

### Analysis

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 and an order. During the hearing, the parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of all issues with respect to this entire tenancy:

1. Both parties agreed that landlord TRGR will pay the tenants \$100.00, by way of a cheque in the name of the tenant only, to be mailed out by January 26, 2018;
  - a. the above represents the cost of the tenants' filing fee paid for this application;
  - b. during the hearing, the tenant provided her full legal name and current mailing address to the landlord for the cheque to be sent;
2. The tenants agreed that this settlement agreement constitutes a final and binding resolution of their application and any issues arising out of this tenancy;
3. Both parties (landlord TRGR and landlord PRES and both tenants) agreed that they will not initiate any future claims or applications against each other at the Residential Tenancy Branch, with respect to any issues arising out of this tenancy.

These particulars comprise a full and final settlement of all aspects of this dispute and arising out of this tenancy. Both parties affirmed that they understood and agreed to the above terms, free of any duress or coercion. Both parties affirmed that they understood and agreed to these terms as legal, final, binding and enforceable, settling all aspects of this dispute and arising out of this tenancy.

### Conclusion

In order to implement the above settlement reached between the parties, I issue a monetary Order in the tenants' favour in the amount of \$100.00 against landlord TRGR. I deliver this Order to the tenants in support of the above agreement for use only in the event that landlord TRGR does not abide by condition #1 of the above monetary agreement. Landlord TRGR must be served with a copy of this Order as soon as possible after a failure to comply with condition #1 of the above monetary agreement. Should landlord TRGR fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

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: January 15, 2018

---

Residential Tenancy Branch