



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCT, FFT

Introduction

This hearing was scheduled to deal with the tenant's 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;
- authorization to recover the filing fee for this application, pursuant to section 72.

Both parties attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. This hearing lasted approximately 40 minutes in order to allow both parties to negotiate a full settlement of all tenancy issues.

The tenant testified that he served the landlord with his application for dispute resolution hearing package by way of email and online links. The landlord confirmed that he received the tenant's notice of hearing and some of the written evidence package. He said that he was given online access to the above documents prior to the hearing. But he said that he did not receive all of the written evidence or the application for dispute resolution.

In accordance with section 71(2)(c) of the *Act*, I find that the landlord was sufficiently served with the tenant's notice of hearing and part of the written evidence package, even though it was not served in accordance with sections 88 and 89 of the *Act*. The landlord affirmed, under oath, that he wanted to settle the tenant's application and any issues arising out of this tenancy, despite not receiving all of the above required documents. I proceeded with the settlement on this basis, as per both parties' verbal consent under oath.

Settlement Terms

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 and arising out of this tenancy.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time and arising out of this tenancy:

1. The landlord agreed to pay the tenant \$400.00 by way of e-transfer by April 30, 2018;
 - a. during the hearing, the tenant provided his email address to the landlord and both parties exchanged the password information to facilitate the above e-transfer;
2. The tenant agreed to bear his own cost for the \$100.00 filing fee paid for this application;
3. The tenant agreed that this settlement agreement constitutes a final and binding resolution of his application at this hearing and any issues arising out of this tenancy;
4. Both parties 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 the full and final settlement of all aspects of this dispute and arising out of this tenancy. Both parties affirmed at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties affirmed that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute and arising out of this tenancy.

Conclusion

In order to implement the above settlement reached between the parties and advised to both parties during the hearing, I issue a monetary Order in the tenant's favour in the amount of \$400.00 against the landlord. I deliver this Order to the tenant in support of the above agreement for use only in the event that the landlord does not abide by condition #1 of the above monetary agreement. The landlord 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 the landlord 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.

The tenant must bear his own cost for the \$100.00 filing fee paid for this application.

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: April 30, 2018

Residential Tenancy Branch