



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CREEKSIDE APARTMENTS CSA
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDCL-S, MNRL-S, RPP, FFL, FFT

Introduction

This hearing involved cross applications made by the parties. On April 30, 2018, the Landlord made an Application for Dispute Resolution seeking a Monetary Order for compensation for lost rent, compensation for damages and clean up to the property, compensation for moving and storage of the Tenant's property, and to apply the security deposit towards this debt, pursuant to section 67 of the *Act*. The Landlord is also seeking to recover the filing fee pursuant to section 72 of the *Act*.

On May 2, 2018, the Tenant made an Application for Dispute Resolution seeking an Order for the return of her personal property pursuant to section 65(1) of the *Act* and seeking to recover the filing fee pursuant to section 72 of the *Act*.

The Tenant attended the hearing and M.W. and G.R. attended the hearing on behalf of the Landlord. All in attendance provided a solemn affirmation.

M.W. advised that she served the Notice of Hearing package by registered mail to the address that the Tenant provided (the tracking number is on the first page of this decision) and that this package was signed for and received. The Tenant advised that this address was her sister's address and that her sister signed for the package, but she never opened it and informed the Tenant of the contents of the package. Based on this testimony, and in accordance with sections 89 and 90 of the *Act*, I am satisfied that the Tenant was deemed served with the Landlord's Notice of Hearing package. I note that refusal or neglect to read registered mail is not a ground for review consideration under the *Act*.

The Tenant advised that she hand delivered the Notice of Hearing package to the Landlord's office, and the Landlord confirmed receipt of this package on May 3, 2018. Based on this testimony, and in accordance with sections 89 and 90 of the *Act*, I am satisfied that the Landlord was served with the Tenant's Notice of Hearing package.

At the beginning of the hearing, M.W. confirmed that the name of the Landlord's company is Creekside Apartments CSA.

During the hearing, the parties turned their minds to reaching a full and final settlement agreement. The parties were able to reach an agreement and I have recorded the terms of agreement by way of this decision and the Monetary Order that accompanies it.

Settlement Agreement

I raised the possibility of settlement pursuant to section 63(1) of the *Residential Tenancy Act* (the "Act") which allows an arbitrator to assist the parties to settle the dispute. I explained to the parties that settlement discussions are voluntary, that if they chose not to discuss settlement I would make a final and binding decision on the matter, and that if they chose to discuss settlement and did not come to an agreement, that I would make a final and binding decision on the matter. I advised the parties that if they did come to an agreement, I would write out this agreement in my written decision and make any necessary orders. I also explained that the written decision would become a final and legally binding agreement. The parties did not have questions about discussing a settlement when asked.

The parties reached the following full and final settlement agreement during the hearing:

Item	Amount
March 2018 Rent	\$1,380.00
April 2018 Rent	\$1,380.00
Packing and moving of the Tenant's property	\$500.00
Storage of the Tenant's property for the months of April, May, June, July, and August	\$500.00
Cleaning of the suite	\$250.00
Shampooing of the carpets	\$175.00
Repairs to the rental unit	\$100.00
Total Monetary Award	\$4,285.00

Under

the offsetting provisions of section 72 of the *Act*, I allow the Landlord to retain the security deposit of **\$690.00** in partial satisfaction of the debt outstanding. As such, a Monetary Order of **\$3,595.00** is granted to the Landlord under the following conditions:

1. The Landlord must store the Tenant's property until August 31, 2018.
2. The Tenant shall pay to the Landlord the sum of **\$3,595.00** by August 31, 2018.
3. As this was a settlement, the parties agreed to waive the recovery of the filing fee.
4. The parties agreed that fulfilment of these conditions would amount to full and complete satisfaction of any amounts owing. Both parties are now precluded from filing any other Application for Dispute Resolution against the other party with respect to this tenancy.

If condition two is not satisfactorily complied with by August 31, 2018, the Landlord is granted a Monetary Order in the amount of **\$3,595.00**. As well, the Landlord may then dispose of the Tenant's property in accordance with section 26 of the Regulations and any proceeds from this disposal must be deducted from the Monetary Order. This Order is enforceable only if the Tenant fails to comply with the payment requirement by the date set forth in the settlement above. The Order must be served on the Tenant by the Landlord. Should the Tenant 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.

I have accepted and recorded the settlement agreement reached by the parties during this hearing and I make the term(s) an Order to be binding upon both parties.

Conclusion

The parties reached a full and final settlement agreement in resolution of their disputes. I have recorded the terms of settlement in this decision and in recognition of the settlement agreement I provide the Landlord with a conditional Monetary Order in the amount of **\$3,595.00** to serve and enforce upon the Tenant, if necessary.

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: June 15, 2018

Residential Tenancy Branch