



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNDCT, FFT

Introduction

This hearing convened as a result of Tenant's Application for Dispute Resolution wherein the Tenant requested monetary compensation from the Landlord representing return of double the security deposit paid, one month's rent pursuant to section 51 of the *Residential Tenancy Act* and to recover the filing fee.

The hearing was conducted by teleconference on June 7, 2018. Both parties called into the hearing and were provided the opportunity to present their evidence orally and in written and documentary form and to make submissions to me.

At the outset of the hearing the Landlord testified that she was not served with the Tenant's Application for Dispute Resolution until a week before the hearing.

The Tenant testified that she served her Application, the Notice of Hearing and her evidence on the Landlord by registered mail sent on November 6, 2017. A copy of the tracking number is provided on the unpublished cover page of this my Decision. I informed the parties during the hearing that I accessed the Canada Post website and tracked the package and confirmed the package was signed for by someone with the same initials as the Landlord. The Landlord stated that she did not sign for the package and suspected her former domestic partner signed for the package.

In any event, the Landlord submitted evidence in response to the Tenant's claim; this evidence related to the Landlord's claims for compensation from the Tenant and was filed outside the time stipulated by the *Residential Tenancy Branch Rules of Procedure*. Although such an application was not before me, and was filed late, the evidence was considered in the settlement discussions between the parties which ultimately resulted in a comprehensive settlement.

Settlement and Conclusion

During the hearing the parties resolved matters by mutual agreement. The terms of their agreement is recorded in this my Decision and Order pursuant to section 63 of the *Residential Tenancy Act* and Rule 8.4 of the *Residential Tenancy Branch Rules of Procedure*. The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of this matter.

As the parties resolved matters by agreement I make no findings of fact or law with respect to their relative claims.

The terms of their settlement follow.

1. The Landlord shall pay to the Tenant the sum of \$2,000.00; such payment to be made as follows:
 - a. By electronic transfer to the email address provided on the cover page of this my decision;
 - b. In four equal payments of \$500.00 payable on the following scheduled:
 - i. July 1, 2018;
 - ii. August 1, 2018;
 - iii. September 1, 2018; and,
 - iv. October 1, 2018.
2. This settlement represents a full and final satisfaction of all claims arising from the tenancy, including but not limited to:
 - a. the Tenant's claims as set out in her Application for Dispute Resolution filed on November 2, 2017;
 - b. any claims the Tenant may have pursuant to section 51 of the *Act*; and,
 - c. any claim the Landlord may have against the Tenant for unpaid rent, damages or cleaning of the rental unit.

In furtherance of the above, and only to be used in the event the Landlord fails to make the payments as required, I grant the Tenant a Monetary Order in the amount of \$2,000.00. The Monetary Order may be filed in the Provincial Court (Small Claims) 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: June 8, 2018

Residential Tenancy Branch