



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

LRE MNDCT OLC PSF RR

Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution. A participatory hearing, via teleconference, was held on June 22, 2018. The Tenant applied for multiple remedies pursuant to the *Residential Tenancy Act* (the "Act").

Both sides were present at the hearing. All parties provided testimony and were given a full opportunity to be heard.

During the hearing, the parties confirmed that the tenancy is already over, and that the Tenant moved out around June 5, 2018. Given that the tenancy is over, I find all of the grounds the Tenant has applied for are now moot and are dismissed, without leave to reapply, except her claim for monetary compensation, which will be addressed further below.

The Tenant stated that she tried to attend a Service BC location to obtain her Notice of Hearing document, and they were unable to provide it to her. The Tenant stated that she got an email from the Residential Tenancy Branch indicating the date and time for the hearing, but she never got the full Notice of Hearing. As such, she was not able to serve this Notice to the Landlord. The Landlord stated that the only reason they were aware of the hearing date and time was because they got an email from the Residential Tenancy Branch informing them. However, the Landlord stated that the email did not indicate what the full list of issues was.

During the hearing, I indicated to both parties that I would be adjourning the hearing to another date so that the Tenant could properly obtain a new Notice of Hearing (with evidence upload codes), and subsequently serve this to the Landlord. However, after the hearing concluded, and after further consideration of this matter, I find an adjournment is not necessary. In making my determinations on this matter, I have considered a letter provided by the Landlord into evidence. This letter is signed by the Tenant and one of the Landlords on June 9, 2018, which was 4 days after the tenancy ended and states the following:

“The Tenant, B.R., and Landlords, A.R. and R.D, have agreed that the security/damage deposit of \$150.00 is to be returned to B.R. The former Tenant, B.R., has no further issues and grievances concerning previous rental agreement. Both parties agree that no further contact is required. The Tenant and the Landlord have confirmed that there are no further outstanding issues to resolve.”

During the hearing, the Tenant acknowledged this document but stated that this agreement only dealt with the security/damage deposit. The Landlord stated that the Tenant should not be allowed to proceed with this application because, as stated in their agreement (outlined above), all issues were resolved. After considering the totality of the evidence and testimony on this matter, I find the above document signed by the Tenant and one of the Landlords constitutes a full and final settlement of their issues with respect to the tenancy. I note this agreement was signed after the tenancy was over, and although it does address the security deposit as the Tenant has indicated, I find it applies more broadly than that. I find the language in the agreement is such that the parties have settled their issues, in full, prior to this hearing, and that there are “no further outstanding issues to resolve.”

In summary, although I indicated I would be adjourning the hearing, I find an adjournment is not necessary after considering the signed agreement and the testimony provided at the hearing. Since I find the parties have settled their issues in full, I dismiss the Tenant’s application for further monetary compensation, without leave to reapply.

Conclusion

I dismiss the Tenant’s application for further monetary compensation, without leave to reapply.

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 22, 2018

Residential Tenancy Branch