



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FFT, MNDCT

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Tenant on May 17, 2018 (the "Application"). The Tenant applied for compensation for monetary loss or other money owed and reimbursement for the filing fee.

The Tenant appeared at the hearing with an advocate. The Landlord appeared at the hearing late. I explained the hearing process to the Tenant and advocate and neither had questions when asked. The Tenant provided affirmed testimony.

Both parties had submitted evidence prior to the hearing. I addressed service of the hearing package and Tenant's evidence. The Tenant testified that he sent the hearing package and evidence by registered mail to the Landlord on May 28, 2018. The Tenant said he sent the package to the same address he sends his rent cheques to and he provided the address. He said this is the Landlord's home address. The Tenant provided a tracking number and I looked this up on the Canada Post website with the permission of the Tenant. The website shows the package was delivered and signed for by the Landlord on May 29, 2018.

As I was satisfied of service, I proceeded with the hearing in the absence of the Landlord. The Landlord subsequently called into the hearing. He did not raise any issues regarding service of the hearing package or Tenant's evidence. The Tenant confirmed he received the Landlord's evidence.

A written tenancy agreement had been submitted as evidence. I confirmed the details of the agreement with the Tenant. It is not signed on behalf of the landlord listed in the agreement. When the Landlord called into the hearing, he acknowledged that he was the Tenant's landlord and no issues were raised about the existence of a tenancy agreement.

Based on comments made by the Landlord during the hearing, 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 the following to the parties. Settlement discussions are voluntary. If they chose not to discuss settlement, I would make a final and binding decision in the matter. If they chose to discuss settlement and did not come to an agreement, that was fine and I would make a final and binding decision in the matter. If they did come to an agreement, I would write out the agreement in my written decision and make any necessary orders. The written decision would become a final and legally binding agreement and neither party could change their mind later.

The parties did not have questions about the above when asked. The parties agreed to discuss settlement and a discussion ensued.

Prior to ending the hearing, I confirmed the terms of the settlement agreement with the parties. I told the parties I would issue a Monetary Order. I confirmed with the parties that all issues had been covered. The parties confirmed they were agreeing to the settlement voluntarily and without pressure from the other party or me. The parties did not have any final questions or comments when asked.

Settlement Agreement

The Landlord and Tenant agree as follows:

1. The Landlord will pay the Tenant \$2,100.00 by July 30, 2018.

This agreement is fully binding on the parties and is in full and final satisfaction of this dispute.

The Tenant is granted a Monetary Order in the amount of \$2,100.00. If the Landlord fails to pay the Tenant in accordance with the settlement agreement set out above, the Tenant must serve this Order on the Landlord. If the Landlord fails to comply with the Order, the Order may be enforced in the Small Claims Division of the Provincial Court 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 *Act*.

Dated: July 25, 2018

Residential Tenancy Branch