



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCL MNRL FFL

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- a monetary order for compensation for damage or loss pursuant to section 67 of the *Act*;
- a monetary order for compensation for unpaid rent pursuant to section 67 of the *Act*; and
- recovery of the filing fee for this application from the tenant pursuant to section 72 of the *Act*.

Both parties attended the hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

The landlord testified that she had served the tenant with the notice of this hearing and evidence by Canada Post registered mail on February 7, 2018, and provided a Canada Post tracking number as confirmation. The landlord acknowledged that the information she received from Canada Post indicated that the package was never picked up from the post office. The tenant testified that she never received any notification from Canada Post to pick-up the package and that she did not find out about this hearing until receiving an automatically-generated reminder email message sent from the Residential Tenancy Branch (RTB). The tenant stated that she contacted the RTB to obtain the call-in number for this hearing.

Although the parties were provided with the option of an adjournment to reschedule the hearing to a later date in order to allow evidence to be exchanged and reviewed, both parties wished to proceed with discussing a settlement option.

Analysis

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 or an order. During the hearing the parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute.

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

1. The tenant agrees to pay the landlord a total amount of \$3,285.07 by no later than 5:00 p.m. on April 30, 2019 in full and final satisfaction of the landlord's monetary claim.
2. In fulfillment of the above-noted amount, the tenant will make the following payments to the landlord:
First payment of \$400.00 on October 15, 2018 by 5:00 p.m.
Second payment of \$400.00 on November 15, 2018 by 5:00 p.m.
Third payment of \$400.00 on December 15, 2018 by 5:00 p.m.
Fourth payment of \$400.00 on January 15, 2019 by 5:00 p.m.
Fifth payment of \$400.00 on February 15, 2019 by 5:00 p.m.
Sixth payment of \$400.00 on March 15, 2019 by 5:00 p.m.
Seventh payment of \$400.00 on April 15, 2019 by 5:00 p.m.
Final payment of \$485.07 on April 30, 2019 by 5:00 p.m.
3. The tenant will make these payments to the landlord using e-transfer to the landlord's email address provided during the hearing, which is also noted on the cover sheet of this decision.
4. The landlord is provided with a Monetary Order in the amount of \$3,285.07 which is enforceable against the tenant ONLY if the tenant fails to abide by the payment schedule set out under Term #2 of this settlement. Any amounts paid by the tenant must be accounted for by the landlord and deducted from the total amount of the Monetary Order if enforced.
5. The tenant is responsible for keeping a record of all payment transactions made and the landlord is responsible for keeping a record of all payment transactions

received, in order to provide accurate documentation of any amounts paid or owed in the event of enforcement of this settlement.

6. The landlord agrees that the landlord's application for dispute resolution in its entirety is cancelled.
7. Both parties agreed that: the terms of this settlement as outlined above constitute a final and binding resolution of all issues currently under dispute at this time; no further claims will be made by the tenant or the landlord whatsoever arising from this tenancy; and they agreed free of any duress or coercion.

Conclusion

To give effect to the settlement reached between the parties and as advised to both parties during the hearing, I issue to the landlord the attached Monetary Order in the amount of \$3,285.07 to be served on the tenant by the landlord **only** if the tenant fails to pay the landlord the full amount of \$3,285.07 by way of the payment schedule set out in Term #2 of this agreement. Payment of the full amount is due by no later than 5:00 p.m. on April 30, 2019.

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. **If the tenant only makes partial payment and not the total amount, this partial payment amount must be accounted for if the landlord is enforcing the Monetary Order.**

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: September 20, 2018

Residential Tenancy Branch