



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding METCAP PROPERTIES INC.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDCT

Introduction

This hearing dealt with the tenant's application pursuant to section 67 of the *Residential Tenancy Act* (the *Act*) for a monetary order for compensation for losses or other money owed under the *Act*, regulation or tenancy agreement.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another.

The tenant testified that he sent a copy of his dispute resolution hearing package to the landlord at the last address he had for the landlord by registered mail on July 9, 2018. The tenant provided the Canada Post Tracking Number for this registered mailing and said that the Canada Post Online Tracking System confirmed that the package was returned to the tenant on August 2, 2018.

The landlord's representative testified that their company took over management of this rental property on April 6, 2018. The tenant sent his dispute resolution hearing package to a former address, one which the former owners used, but which the current management company and the Respondent to this application has no access to receive.

Although the landlord had not received the hearing package, the landlord said that a copy of that package and the tenant's written evidence was obtained from the Residential Tenancy Branch in advance of this hearing. As I am satisfied that the landlord has been duly served with this material and was prepared to respond to the tenant's allegations at this hearing, I find that the landlord was duly served with these documents in accordance with sections 88 and 89 of the *Act*.

At the beginning of this hearing, the tenant confirmed that the amount of monthly rent for June that he was seeking from the landlord was \$1,580.00 and not the \$1,611.44 cited on the tenant's application for dispute resolution. He said that the original amount included costs applied to him by the company which transferred these payments to the landlord.

Issues(s) to be Decided

Is the tenant entitled to a monetary award for losses or other money owed arising out of this tenancy?

Background and Evidence

This tenancy began on or about December 1, 2015. Monthly rent by the end of this tenancy was \$1,580.00, payable in advance on the first of each month. Although the tenant paid a \$725.00 security deposit, the tenant authorized the landlord to keep \$635.00 of that deposit at the end of this tenancy. The landlord returned the remaining \$90.00 of that deposit to the tenant.

The tenant entered into written evidence copies of receipts that confirmed that he paid his rent for March, April, May and June 2018 in February 2018. In early April 2018, he sent the landlord notification that he would be ending his tenancy by May 31, 2018. He actually vacated the rental unit on May 28, 2018 and participated in the joint move-out condition inspection with the landlord's representatives on May 30, 2018. The tenant's revised application for a monetary award of \$1,580.00 was to seek the recovery of the June 2018 rent payment he made in February 2018.

As the company identified as the Respondent had no record of having received any payments from the tenant because they only took over management of this rental property on April 6, 2018, they were unaware that the tenant had pre-paid rent for four months in February 2018.

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 engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding resolution of their dispute:

1. The landlord agreed to send the tenant a cheque in the amount of \$1,580.00 within one week of receiving this decision.
2. Both parties agreed that this settlement agreement constituted a final and binding resolution of the tenant's application and that they did so of their own free will and without any element of force or coercion.

Conclusion

In order to implement the above settlement reached between the parties, I issue a monetary Order in the tenant's favour in the amount of \$1,580.00. I deliver this Order to the tenant in support of the above agreement for use in the event that the landlord does not abide by the terms of the above settlement.

The tenant is provided with these Orders in the above terms and the landlord must be served with this Order as soon as possible after a failure to abide by the terms of this settlement agreement. Should the landlord fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders 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: September 07, 2018

Residential Tenancy Branch