



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, MNR, FF

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for unpaid rent - Section 67;
2. A Monetary Order for compensation - Section 67; and
3. An Order to recover the filing fee for this application - Section 72.

The Landlord and Tenant were each given full opportunity under oath to be heard, to present evidence and to make submissions.

Preliminary Matter

The Tenant stated that the Landlord did not serve the Tenant with its application and evidence package. The Tenant sought to have the Landlord’s claims dismissed. The Landlord stated that they served the package by leaving inside the Tenant’s door of the unit on April 30, 2018 and that this service was witnessed. Additionally, it was noted that the Landlord’s application set out the total monetary claim at \$7,975.00 and that while the Landlord provided a monetary order worksheet for this total, the Landlord later submitted a monetary order worksheet as evidence with a greater monetary claimed amount of \$15,276.00. No amendment was made by the Landlord to increase the total amount claimed on the application.

Rule 2.2 of the Residential Tenancy Branch Rules of Procedure provides that claims are limited to what is stated in the application. As the Landlord did not amend the application to increase the total monetary claim I restricted the total claim to \$7,975.00 as contained in the application and as set out in the original monetary order worksheet. The Landlord's claim for the larger amount was dismissed with leave to reapply. The only claims to be resolved in the application were for unpaid rent for the period December 2017 to April 2018 inclusive and strata fines of \$1,900.00.

The Landlord's evidence to support his claims was described to the Tenant and the Parties then entered into settlement negotiations as the Tenant was not disputing some portions of the claim. The Parties did reach settlement agreement as set out below. 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 Landlord did not make a claim to retain any portion of the security deposit this was not a part of the settlement and this Decision therefore does not deal with a security deposit.

Agreed Facts

The tenancy under written agreement started on May 1, 2001. As of June 1, 2015 rent of \$1,200.00 is payable on the first day of each month. The Tenant does not recall signing a form K on May 24, 2008 in relation to strata fines.

Settlement Agreement

Section 63 of the Act provides that if the parties settle their dispute during dispute resolution proceedings, the settlement may be recorded in the form of a decision or order.

The Parties mutually agree as follows:

- 1. The Tenant will pay the Landlord \$7,200.00 for unpaid rent for the period December 2017 to April 2018;**

2. **The Tenant will pay the Landlord \$1,200.00 for strata fines; and**
3. **These terms comprise the full and final settlement of all aspects of this dispute for both Parties.**

Given the mutual agreement reached during the Hearing, I find that the Parties have settled their dispute as recorded above. In order to give effect to this agreement I grant the Landlord a monetary order for **\$8,400.00**.

Conclusion

The Parties have settled the dispute.

I grant the Landlord an order under Section 67 of the Act for **\$8,400.00**. If necessary, this order may be filed in the Small Claims Court 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 Act.

Dated: October 30, 2018

Residential Tenancy Branch