



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCL, FFL

Introduction

This hearing was convened as a result of an Application for Dispute Resolution (“application”) by the landlords seeking remedy under the *Residential Tenancy Act* (“Act”). The landlords applied for a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, and to recover the cost of the filing fee.

Tenant TN (“tenant”) and landlord RS (“landlord”) attended the teleconference hearing. The hearing process was explained to the parties and an opportunity was given to ask questions about the hearing process. Thereafter the parties gave affirmed testimony, were provided the opportunity to present their relevant evidence orally and in documentary form prior to the hearing, and make submissions to me.

Although the tenant claims she was not served with the landlords’ application and documentary evidence, the landlord referred to two tracking numbers in evidence, both of which have been included on the cover page of this decision for ease of reference. The landlord testified that both registered mail packages, one for each of the tenants, containing the Notice of Hearing, application and documentary evidence were addressed to the forwarding address provided by the tenants in writing on the outgoing Condition Inspection Report. According to the landlord, both packages were mailed on December 27, 2018. The registered mail tracking numbers were reviewed during the hearing and I find support that both packages were not picked up by either tenant, and were eventually returned to the sender. Section 90 of the *Act* states that documents served by registered mail are deemed served five days after they are mailed. I find that both tenants were deemed served with the Notice of Hearing, application and documentary evidence as of January 1, 2019. I also note that the outgoing Condition Inspection Report supports that the address provided by the tenants was used by the

landlord to mail the required documents. Given the above, I find the tenants were sufficiently served under the *Act*. The tenants did not serve any documentary evidence in response to the landlords' application.

Preliminary and Procedural Matter

The parties confirmed their email addresses at the outset of the hearing. The parties also confirmed their understanding that the decision would be emailed to both parties and that any applicable orders would be emailed to the appropriate party.

Settlement Agreement

During the hearing, the parties agreed to settle all matters related to this tenancy, on the following conditions:

1. The parties agree that the tenants will pay the landlords **\$372.00** in 3 installments of \$124.00 via e-transfer as follows:
 - April 20, 2019 payment of \$124.00
 - May 20, 2019 payment of \$124.00
 - June 20, 2019 payment of \$124.00

The landlords' email address was confirmed by the parties during the hearing.

2. The landlords are granted a monetary order pursuant to section 67 of the *Act* in the amount of **\$372.00**, which will be of no force or effect if the amount has been paid in accordance with #1 above and the landlords successfully receive the total amount owing from the tenants.
3. The landlords agree to withdraw their application in full as part of this mutually settled agreement.
4. The parties agree that this mutually settled agreement represents a full and final settlement of all matters related to this tenancy.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*. The parties agreed that this mutually settled agreement was made on a voluntary basis and that the parties understood the nature of this full, final and binding settlement of all matters related to this tenancy.

Conclusion

I order the parties to comply with the conditions of their mutually settled agreement described above.

The landlords have been granted a monetary order in the amount of \$372.00, which will be of no force or effect if that amount has been paid in accordance with #1 above and the landlords successfully receive the full amount owing by the tenants. Should the landlords require enforcement of the monetary order, the order must be served on the tenants and may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

The parties agreed that this mutually settled agreement was made on a voluntary basis and that the parties understood the nature of this full, final and binding settlement of all matters related to this tenancy.

This decision will be emailed to the parties as indicated above.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: April 17, 2019

Residential Tenancy Branch