



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNDL, FFL

Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for a monetary Order for damage and to recover the fee for filing this Application for Dispute Resolution.

The Agent for the Landlord stated that the Application for Dispute Resolution, the Notice of Hearing, and evidence the Landlord submitted to the Residential Tenancy Branch on May 12, 2019 were sent to the forwarding address provided by the Tenant, via registered mail. He stated that by the time the documents were sent to the forwarding address the Tenant had moved and, as such, the documents were returned to the Landlord.

The Agent for the Landlord stated that he obtained a telephone number for the Tenant last week and that he was able to email the aforementioned documents to the Tenant on May 24, 2019. The Tenant acknowledged receiving the aforementioned documents by email.

Given that the Landlord attempted to serve the aforementioned documents to the forwarding address provided by the Tenant; the Tenant moved from the forwarding address prior to service of the documents; and the Tenant acknowledged receipt of the documents, I find it reasonable to conclude that the documents were sufficiently served, pursuant to section 71(2)(b) of the *Residential Tenancy Act (Act)*.

Due to the late service of the aforementioned documents, the Tenant was given the opportunity to request an adjournment for the purposes of responding to the claims being made by the Landlord. The Tenant declined the opportunity for an adjournment.

The Tenant he stated that he was prepared to respond to the Landlord's claims at this hearing.

Issue(s) to be Decided

Is the Landlord entitled to compensation for repairing the floors in the rental unit?

Background and Evidence

Prior to discussing the merits of the Landlord's claim for compensation the Landlord, the Tenant, and the Witness mutually agreed to settle all issues in dispute at these proceedings under the following terms:

- the Tenant will pay \$1,000.00 to the company with the initials "ACI";
- the insurance company with the initials "SOI" will pay \$16,160.00 to the company with the initials "ACI"; and
- both payments will for forwarded to the Agent for the Landlord.

The insurance company with the initials "SOI" and the company with the initials "ACI" are identified on the first page of this decision.

The Witness stated that he acts on behalf of the insurance company with the initials "SOI" and that he has authority to reach this settlement agreement.

This agreement was summarized for the parties on at least two occasions and all parties in attendance at the hearing indicated that they agreed to resolve this dispute under these terms.

All parties in attendance at the hearing indicated that they understood they were not required to enter into this agreement and that they understood the agreement was final and binding.

Analysis

All issues in dispute at these proceedings were settled in accordance with the aforementioned terms.

Conclusion

All issues in dispute at these proceedings were settled in accordance with the aforementioned terms.

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: May 27, 2019

Residential Tenancy Branch