



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCT FFT

Introduction

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

- a monetary order for compensation for damage or loss under the *Act*, regulation or tenancy agreement, pursuant to section 67 of the *Act*, and
- recovery of the filing fee for this application from the landlord 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.

As both parties were present, service of documents was confirmed. The tenant testified that she served the landlord with the notice of this hearing and evidentiary materials by Canada Post registered mail, to the landlord's address for service provided on the tenancy agreement. The landlord testified that he was no longer living at the address for service and therefore he did not receive the notice or evidence. However, the landlord advised that he received an email from the Residential Tenancy Branch about the hearing, and therefore he had an opportunity to upload his own evidentiary materials for this dispute, which he served to the tenant via email, and which were confirmed received by the tenant.

As the tenant properly effected service of documents to the address for service of the landlord on the tenancy agreement and through Canada Post registered mail, I find that the tenant's notice and evidence were served in accordance with section 89 of the *Act*.

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, given that this tenancy has ended:**

1. The landlord agreed to pay the tenant \$1,350.00 by e-transfer during the hearing. The payment was confirmed received by the tenant during the hearing. As such, no monetary order was required to be issued against the landlord for the purpose of enforcing this settlement agreement.
2. Both parties agreed that the terms of this settlement as outlined above constitutes a final and binding resolution of the tenant's Application, all issues currently under dispute at this time, and that no further claims will be made by the landlord or the tenant whatsoever arising from this tenancy.

Conclusion

The landlord paid the tenant \$1,350.00 in full and final satisfaction of the tenant's monetary claim.

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: June 18, 2019

Residential Tenancy Branch