



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, FFT, MT

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Tenants on October 21, 2019 (the “Application”). The Tenants applied to dispute a One Month Notice to End Tenancy for Cause dated September 30, 2019 (the “Notice”). The Tenants sought more time to file the dispute. The Tenants also sought reimbursement for the filing fee.

The Tenants and Landlord appeared at the hearing.

The parties agreed at the outset that the Tenants vacated the rental unit November 09, 2019. Given this, the Tenants withdrew their dispute of the Notice and request for more time to file the dispute. The Tenants continued to seek reimbursement for the filing fee.

I explained the hearing process to the parties who did not have questions when asked. Tenant V.M. and the Landlord provided affirmed testimony.

Both parties submitted evidence prior to the hearing. I addressed service of the hearing package and evidence. The Landlord confirmed receipt of the hearing package. The Landlord testified that she did not receive the Tenants’ evidence. Tenant V.M. testified that she did not serve the evidence. Tenant V.M. testified that she did not receive the Landlord’s evidence. The Landlord testified that she did not serve the evidence. I proceeded with the hearing given I was satisfied of service of the hearing package. The evidence has not been considered in this decision, except for the tenancy agreement given the nature of this document.

At first, Tenant V.M. testified that there was no tenancy agreement in this matter. A written tenancy agreement had been submitted and Tenant V.M. acknowledged it was signed by both Tenants. I understood Tenant V.M. to be under the impression that the tenancy agreement was not “legal” because it was not on the RTB form. As I advised at the hearing, the tenancy agreement does not have to be on the RTB form. The Landlord testified that there was a tenancy agreement between the parties. I am satisfied there was a tenancy agreement between the parties given the written tenancy agreement submitted.

After hearing from the parties on the filing fee, I raised the possibility of settlement pursuant to section 63(1) of the *Residential Tenancy Act* (the “*Act*”) which allows an arbitrator to assist the parties to settle the dispute. I told the parties that settlement discussions are voluntary. Tenant V.M. advised that she did not want to discuss settlement. Given this, I told the parties I would make the decision in the matter.

Before concluding, the Landlord told Tenant V.M. that she would agree to split the filing fee. I told Tenant V.M. it was open to her to agree to this or we could conclude and I would decide the matter. Tenant V.M. advised that she agreed to split the filing fee.

I reviewed the terms of the settlement agreement with the parties and told them I would issue a Monetary Order. I told the parties the settlement agreement would become a final and legally binding agreement and the parties could not change their mind about it later.

Settlement Agreement

The Landlord and Tenants agree as follows:

1. The Landlord will pay the Tenants \$50.00 by January 05, 2020 as reimbursement for half of the \$100.00 filing fee. The Landlord will do so by e-transfer to the email noted on the front page of this decision.

This agreement is fully binding on the parties and is in full and final satisfaction of this dispute.

The Tenants are issued a Monetary Order. If the Landlord does not pay the Tenants \$50.00 by January 05, 2020 in accordance with the settlement agreement set out above, the Monetary Order becomes enforceable and the Tenants must serve the Landlord with this Order. If the Landlord does not comply with the Order, it may be filed in the Provincial Court (Small Claims) 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: December 06, 2019

Residential Tenancy Branch