



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes DRI, MNDCT

Introduction

This hearing was convened following a review decision dated January 13, 2020 where the review arbitrator ordered that a decision dated December 9, 2019 be suspended and a new hearing of the application take place.

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

- An order to dispute a rent increase pursuant to section 41; and
- A monetary order for damages or compensation pursuant to section 67.

The tenant had previously withdrawn his claims in relation to locks, entry and repairs.

Both the landlord and the tenant attended the hearing. The tenant acknowledged receipt of the Notice of Dispute Resolution Proceedings and the review decision, however denies receipt of the landlord's evidence. The landlord testified she sent the tenant her evidence by registered mail on February 24, 2020 and provided the tracking number for the mailing. The tracking number is recorded on the cover page of this decision. With the parties' permission, I looked up the tracking number on the Canada Post website and determined that a notice card was left indicating where and when to pick up the item on February 26, 2020 and a final notice was provided on March 6, 2020. The item was returned to sender on March 16, 2020. The tenant confirmed his address for delivery was the same one read out by the landlord during the hearing. Based on the evidence, I deem the tenant was served with the landlord's evidence on March 2, 2020, five days after mailing in accordance with sections 89 and 90 of the *Act*. The landlord acknowledges receipt of the tenant's evidence supplied to her prior to the original hearing. No further evidence was provided by the tenant.

Settlement Reached

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. I advised the parties on several occasions that there is no obligation to resolve the dispute through settlement and that if either party did not wish to resolve this matter through settlement, I was prepared to make a decision based on the evidence before me. 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:

1. The landlord agrees to pay \$680.00 to the tenant in full and final settlement of the tenant's claim.
2. The landlord will pay the funds by e-transfer by midnight on March 31, 2020.

Both parties testified that they understood and agreed to the above terms, free of any duress or coercion. Both parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

Conclusion

In order to implement the above settlement reached between the parties and as discussed with them at the hearing, I issue a monetary Order in the tenant's favour in the amount of \$680.00.

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: March 16, 2020

Residential Tenancy Branch