



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ATIRA PROPERTY MANAGEMENT INC.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDCT, FFT, MNRL, MNDCL, FFL

Introduction

On March 3, 2020, the Tenants made an Application for Dispute Resolution seeking a Monetary Order for compensation pursuant to Section 67 of the *Residential Tenancy Act* (the “*Act*”) and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

Tenant A.M. attended the hearing, and C.I. and L.F. attended the hearing as agents for the Landlord. All in attendance provided a solemn affirmation.

The Tenant advised that they served the Notice of Hearing and evidence package to the Landlord by registered mail on March 12, 2020 and the agents for the Landlord confirmed receipt of this package. Based on this undisputed testimony, and in accordance with Sections 89 and 90 of the *Act*, I am satisfied that the Landlord was served with the Tenants’ Notice of Hearing and evidence package. However, A.M. advised that she did not serve their digital evidence to the Landlord. As this evidence was not served in compliance with Rule 3.14 of the Rules of Procedure, I have excluded this digital evidence and it will not be considered when rendering this decision.

The agents for the Landlord advised that on March 20, 2020, the Landlord made an Application for Dispute Resolution seeking a Monetary Order for compensation pursuant to Section 67 of the *Act* and seeking to recover the filing fee pursuant to Section 72 of the *Act*. This Application was scheduled for July 27, 2020 at 1:30 PM. All parties agreed that as these matters were substantially related, they could be heard together at this present hearing. As such, I joined the claims as a cross-application and heard all of the related issues.

All parties were given an opportunity to be heard, to present sworn testimony, and to make submissions. I have reviewed all oral and written submissions before me;

however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

- Are the Tenants entitled to monetary compensation for loss?
- Are the Tenants entitled to recover the filing fee?
- Is the Landlord entitled to monetary compensation for loss?
- Is the Landlord entitled to recover the filing fee?

Background and Evidence

While I have turned my mind to the accepted documentary evidence and the testimony of the parties, not all details of the respective submissions and/or arguments are reproduced here.

All parties agreed that the tenancy started on October 15, 2019 and ended when the Tenants gave up vacant possession of the rental unit on March 1, 2020. Rent was established at \$2,400.00 per month, due on the first day of each month. A security deposit of \$1,200.00 was also paid.

During the hearing, the parties turned their minds to reaching a full and final settlement agreement. The parties were able to reach an agreement and I have recorded the terms of agreement by way of this decision and the Monetary Order that accompanies it.

Settlement Agreement

I raised the possibility of settlement pursuant to Section 63(1) of the *Act* which allows an Arbitrator to assist the parties to settle the dispute. I explained to the parties that settlement discussions are voluntary, that if they chose not to discuss settlement I would make a final and binding decision on the matter, and that if they chose to discuss settlement and did not come to an agreement, that I would make a final and binding decision on the matter.

I advised the parties that if they did come to an agreement, I would write out this agreement in my written decision and make any necessary orders. I also explained that the written decision would become a final and legally binding agreement. The parties did not have questions about discussing a settlement when asked.

The parties reached the following full and final settlement agreement during the hearing:

1. The Tenants withdrew their Application.
2. In turn, the Landlord withdrew their Application.
3. The parties agreed that fulfilment of these conditions would amount to full and complete satisfaction of any amounts owing and that they would no longer be seeking claims under their respective Applications.

This agreement is fully binding on the parties and is in full and final satisfaction of this dispute. No further claims can be made against the other party with respect to this tenancy. As a result of this settlement, the scheduled hearing time on July 27, 2020 at 1:30 PM is cancelled and the parties will not need to attend.

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: April 8, 2020

Residential Tenancy Branch