



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCT, FFT, MNRL, FFL

Introduction

On May 2, 2020, the Tenant 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 recovery of the filing fee pursuant to Section 72 of the *Act*.

On August 5, 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*.

The Landlord’s Application was not filed within the required timeframe to have his Dispute Resolution proceeding set down for the same time as the Tenant’s Dispute Resolution proceeding. However, as the parties settled their disputes, these Applications were crossed, and this Decision will be final and binding for both matters.

Both the Tenant and the Landlord attended the hearing. All parties in attendance provided a solemn affirmation.

The Tenant advised that he served the Landlord with a Notice of Hearing and evidence package by email on May 6, 2020, and the Landlord confirmed that he received this package. The Tenant also advised that he served additional evidence to the Landlord by hand on August 10, 2020. The Landlord confirmed that he received this evidence and that he was able to view the digital submissions as well. Based on the undisputed testimony, and in accordance with Sections 89 and 90 of the *Act*, I am satisfied that the Landlord was served these packages. As such, I have accepted the Tenant’s evidence and will consider it when rendering this Decision.

The Landlord advised that he served the Tenant with his evidence by email and by placing it in the Tenant’s mailbox during the first week of August 2020. The Tenant

confirmed that he received this package and that he could view the digital submissions. As such, I have accepted the Landlord's evidence and will consider it when rendering this Decision.

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.

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

The parties 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 engaged in a discussion on what would be an amenable settlement for both parties. The Landlord and the Tenant agreed as follows:

1. The Landlord will pay to the Tenant an amount of **\$1,000.00**.
2. Both parties agreed not to pursue their respective Applications any further.

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

If condition one is not satisfactorily complied with, the Tenant is granted a Monetary Order in the amount of **\$1,000.00**. This Order is enforceable only if the Landlord fails to comply with the payment requirements set forth in the settlement above.

This settlement agreement was reached in accordance with Section 63 of the *Act*. The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the binding nature of this full and final settlement of these matters. The parties also agreed that no further Applications will be made against the other party with respect to this tenancy.

Conclusion

The parties reached a full and final settlement agreement in resolution of their disputes. I have recorded the terms of settlement in this Decision. In recognition of the settlement agreement, I provide the Tenant with a conditional Monetary Order in the amount of **\$1,000.00** to serve and enforce upon the Landlord, if necessary. The Order must be served on the Landlord by the Tenant. Should the Landlord fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court 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 *Residential Tenancy Act*.

Dated: September 1, 2020

Residential Tenancy Branch