



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding MASON INVESTMENTS LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNRL-S, MNDCL-S, FFL

Introduction

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

- a monetary order for unpaid rent and utilities and for compensation under the *Act*, *Residential Tenancy Regulation* or tenancy agreement, pursuant to section 67;
- authorization to retain the tenant's security deposit, pursuant to section 67; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The landlord's three agents, male landlord ("landlord"), "landlord NC," "landlord SB," and the tenant attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. This hearing lasted approximately 32 minutes.

The landlord confirmed that he was the residential property manager, landlord NC confirmed that she was the property manager, and landlord SB confirmed that she was the assistant. All three landlord agents confirmed that they were authorized to represent the landlord company owner named in this application.

The hearing began at 1:30 p.m. with me and the landlord's three agents present. The tenant called in late at 1:39 p.m., stating that he lost track of time. I informed the tenant about what occurred in his absence. The hearing ended at 2:02 p.m.

The tenant confirmed receipt of the landlord's application for dispute resolution hearing package. In accordance with sections 89 and 90 of the *Act*, I find that the tenant was duly served with the landlord's application.

At the outset of the hearing, both parties confirmed that the tenant was still residing in the rental unit. The landlord stated that this application was filed to recover unpaid rent and utilities from April to August 2020. He said that he served the tenant with a written repayment plan for the unpaid rent and utilities on August 20, 2020, which the tenant agreed that he received. The tenant claimed that the repayment amounts were incorrect as he paid the rent to the landlord from April to August 2020. Both parties agreed that the tenant paid rent for September 2020 and that October 2020 rent was still outstanding.

I notified the landlord that the landlord's application for unpaid rent and utilities from April to August 2020 and to retain the tenant's security deposit, was dismissed with leave to reapply. I informed the landlord that unpaid rent between April and August 2020 during the covid-19 pandemic period was subject to Residential Tenancy Policy Guideline 52, which requires the landlord to serve the tenant with a written repayment plan first. Therefore, I could not make a decision regarding the unpaid rent because the landlord did not provide a copy of the repayment plan for this hearing and the tenant disputed it.

Settlement of Some Issues

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 and orders. During the hearing, the parties discussed the issues between them, turned their minds to compromise and achieved a resolution of a portion of their dispute.

Both parties agreed to the following final and binding settlement of a portion of their dispute at this time:

1. The tenant agreed to pay the landlord October 2020 rent of \$1,113.00, by October 15, 2020, by way of a monetary order to be left in the landlord's office mailbox;
2. The landlord agreed to bear the cost of the \$100.00 filing fee paid for this application.

These particulars comprise the full and final settlement of a portion of this dispute for both parties. Both parties understood and agreed to the above terms, free of any duress or coercion. The above terms are legal, final, binding and enforceable, which settle a portion of this dispute.

Conclusion

I issue a monetary Order in the landlord's favour in the amount of \$1,113.00. The tenant must be served with this Order as soon as possible. Should the tenant 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.

The landlord must bear the cost of the \$100.00 filing fee paid for this application.

The landlord's application for a monetary order for unpaid rent and utilities from April to August 2020, and to retain the tenant's security deposit, is dismissed with leave to reapply.

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: October 06, 2020

Residential Tenancy Branch