



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **MNDCT**

Introduction

This hearing dealt with an application by the tenant under the *Residential Tenancy Act* (the *Act*) for the following:

- A monetary order for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement pursuant to section 67 of the *Act*;

The parties attended and were given a full opportunity to be heard, to present affirmed testimony, make submissions, and call witnesses. I explained the hearing process and provided the parties with an opportunity to ask questions. The parties did not raise any issues regarding the service of evidence.

The tenant corrected the spelling of her name which is amended throughout.

Preliminary Issue – Hearing Interruption

Both parties attended the commencement of the hearing at 1:30 PM by teleconference as scheduled. The parties reached an agreement during the hearing. After 27 minutes and as the hearing was concluding, the connection was disrupted briefly at 1:57 PM; the Arbitrator was disconnected from the hearing.

When the Arbitrator was temporarily disconnected, the landlord left the hearing. The tenant remained in the hearing. The Arbitrator rejoined the hearing after 3 minutes and closed the hearing at 2:27 PM, 57 minutes after commencement; the Arbitrator and tenant waiting on the call for 30 minutes while an RTB Information Officer attempted unsuccessfully to contact the landlord.

Rule 8.1 of the Rules of Procedure state:

Rule 8 – Conclusion of a dispute resolution hearing

8.1 Ending the dispute resolution hearing

The arbitrator determines when the hearing has ended.

Further to Rule 8,1, I determined the Arbitration ended when the connection was interrupted, at 1:57 PM as the parties had reached an agreement at that time, the claim was resolved, and I was concluding the hearing.

Before the conclusion of the hearing at 1:57 PM, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise, and achieved a resolution of their dispute.

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties do so during the dispute resolution proceedings, the settlement may be recorded in the form of a Decision or an Order.

Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a Decision:

The parties agreed as follows:

1. The landlord acknowledged receipt of rental subsidies with respect to the tenancy which resulted in a overpayment in rent by the tenant of \$200.00;
2. The landlord acknowledged owing the tenant a refund of rent of \$200.00 and agreed to compensate the tenant.

The issue of the overpayment was thoroughly discussed in the 27-minute hearing. The parties agreed to the settlement. I explained the settlement was final and binding.

In support of this settlement and with the agreement of both parties, I grant the tenant a Monetary Order in the amount of \$200.00.

Should the landlord fail to comply with this Order, the Order may be filed and enforced as an Order of the Courts of British Columbia.

This settlement agreement was reached in accordance with section 63 of the *Act*.

The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the *Act*. Should either party violate the terms of this agreement, the tenancy agreement or the *Act*, it is open to the other party to take steps under the *Act* for an appropriate remedy.

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 1, 2020

Residential Tenancy Branch