



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Aubrey Investments Corporation and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes **MNRL-S, FFL**

Introduction

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

- A monetary order for unpaid rent and for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* (“*Regulation*”) or tenancy agreement pursuant to section 67 of the *Act*;
- Authorization to retain all or a portion of the tenant’s security deposit in partial satisfaction of the monetary order requested pursuant to section 72 of the *Act*;
- Authorization to recover the filing fee for this application pursuant to section 72.

The parties attended the hearing and had the opportunity to call witnesses and present affirmed testimony and written evidence. The hearing process was explained, and an opportunity was given to ask questions about the hearing process.

The landlord provided affirmed testimony that he sent the Notice of Hearing and evidentiary package to the tenant by registered mail on October 7, 2020. The landlord submitted a copy of the receipt and the tracking numbers; they testified the documents were forwarded by Canada Post to the tenant and receipt was rejected.

The landlord testified he sent the documents by email to the tenant at the email address routinely used by her in communication with the landlord. The tenant denied rejecting the registered mail and acknowledged that she had blocked email from the landlord sent to her at that address.

Further to the testimony and supporting documents, I find the landlord served the tenant with the documents on October 14, 2020, five days after mailing by registered mail, pursuant to sections 89 and 90 of the Act.

Before the conclusion of this 20-minute hearing, 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 tenant shall pay to the landlord the sum of \$6,000.00 in satisfaction of the landlord's claim for outstanding rent payable as follows:
 - a. The landlord shall retain the security deposit of \$1,300.00 in partial satisfaction of their claim; and
 - b. The tenant shall pay the balance of \$4,700.00 to the landlord and a Monetary Order shall issue to the landlord in that amount.

Both parties testified that they understood and agreed that the above terms are final, binding, and enforceable, and settle all aspects of this application.

Based on the above, I find that all matters between these parties raised in this application are resolved pursuant to the above agreed terms.

To give effect to the settlement reached between the parties and as advised to both parties during the hearing, I issue to the landlord a Monetary Order of \$4,700.00.

Conclusion

I grant the landlord a Monetary Order in the amount of \$4,700.00 which must be served on the tenant. Should the tenants fail to comply with this Order, this Order may be file in the Small Claims Division 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: January 21, 2021

Residential Tenancy Branch