



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCL, MNRL, FFL

Introduction

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

- a monetary order for unpaid rent and for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67;
- authorization to recover her filing fee for this application from the tenants pursuant to section 72.

The landlord attended the hearing via conference call and provided affirmed testimony. The tenant, J.E. (the tenants) attended the hearing via conference call and provided affirmed testimony. The tenant, J.P. did not attend or submit any documentary evidence.

Both parties confirmed the landlord served the tenants each with a notice of hearing package and the submitted documentary evidence. During the hearing it was clarified that the landlord had uploaded 6 out of the 8 files in an "html" format to the Residential Tenancy Branch Dispute Management System. Both parties were informed that the "html" format was not a supported format for submitting documentary evidence. Rules of Procedure 3.0.2 states in part, The Residential Tenancy Branch may impose restrictions on the format, size, or amount of evidence submitted or exchanged during the dispute resolution process. Rule 3.10.1 Digital Evidence states in part, Digital evidence may include photographs, audio recordings, video recordings, or electronic versions of printable documents in an accepted format. Rules 3.10.3, Digital evidence submitted directly to the Residential Tenancy Branch or through Service BC states in part, Parties who submit digital evidence to the Residential Tenancy Branch directly or through Service BC must provide the information required under Rule 3.10.1 using Digital

Evidence Details (form RTB-43). In this case, the landlord's documentary evidence in question are internet website links and not electronic versions of printable documents in an accepted format. As such, the landlord's website links for documentary evidence shall not be considered in this decision.

The landlord clarified that the package for J.E. was returned as "refused" by Canada Post. The tenant, J.E. argued that it was not "refused" it was just not claimed by him. The tenant, J.E. stated that he has responded using the package served to the tenant, J.P. Both parties confirmed the tenants served the landlord with their submitted 7 documentary evidence files in person on February 7, 2021. The tenants confirmed that the 1 additional page, an affidavit of service of the evidence was also submitted to the Residential Tenancy Branch (RTB) and not to the landlord.

The landlord's documentary evidence is excluded from consideration in this hearing. The tenants' documentary evidence is deemed sufficiently served. Despite the named tenant, J.P. not attending, the tenants are both deemed sufficiently served as per section 90 of the Act with the notice of hearing package.

Issue(s) to be Decided

Is the landlord entitled to a monetary order for money owed or compensation, for unpaid rent and recovery of the filing fee?

Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

The landlord stated that a signed tenancy agreement existed with J.E. and a verbal agreement was made with J.P. together as a tenancy. The tenant, J.E. argued that there is no joint tenancy agreement.

The landlord seeks a clarified and amended monetary claim of \$4,300.00 which consists of:

\$350.00	Unpaid Security Deposit
\$1,100.00	Unpaid/Loss of Rent, October
\$2,800.00	Unpaid Rent, 7 months @ \$400.00/month (March 2020 to August 31, 2020)

\$50.00

late rent fee, September 2020

Extensive discussions took place over the 78 minutes of hearing time resulting in a settlement.

Section 63 of the Residential Tenancy Act provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion between the two parties during the hearing led to a resolution. Specifically, it was agreed as follows:

Both parties agreed to the tenants paying to the landlord, \$1,200.00 in 3 monthly installment payments of \$400.00, which both parties agreed constituted a final and binding resolution of all monetary issues under dispute in this application for dispute resolution.

The landlords agreed to cancel the application for dispute.

Both parties agreed that the landlord shall provide to the tenant rental receipts for all cash rent payments for the period May 2019 to October 2020, upon final payment of the above noted settlement amount of \$1,200.00.

The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of this matter.

In order to implement the above settlement reached between the parties, I issue a monetary order in the landlord's favour in the amount of \$1,200.00. I deliver this Order to the landlord in support of the above agreement for use in the event that the tenant(s) do not abide by the terms of the above settlement. The landlord is provided with this Order in the above terms and the tenant(s) must be served with a copy of this Order as soon as possible after a failure to comply with the terms of the above settlement agreement. Should the tenant(s) fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as Orders 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: February 18, 2021