



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDL, FFL

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Landlord on November 04, 2020 (the "Application"). The Landlord applied for compensation for damage caused by the tenant, their pets or guests to the unit or property and to recover the filing fee.

The Agent for the Landlord appeared at the hearing. The Tenant appeared at the hearing. I explained the hearing process to the parties who did not have questions when asked. The parties provided affirmed testimony.

Both parties submitted evidence prior to the hearing. I addressed service of the hearing package and evidence.

The Tenant confirmed receipt of the hearing package and Landlord's evidence.

The Agent advised that he did not receive the Tenant's evidence. The Tenant testified that he emailed the Agent about his evidence but did not attach the evidence. I was not satisfied the Tenant served his evidence on the Landlord as required by rule 3.15 of the Rules of Procedure (the "Rules"). I told the parties this and told them I would hear them on whether the evidence should be admitted or excluded. The Agent did not take issue with the evidence being admitted subject to further submissions on this if necessary. The Agent did not raise this issue further during the hearing.

A written tenancy agreement was submitted as evidence and the parties agreed it is accurate. The tenancy started September 20, 2019. The parties agreed the tenancy ended October 01, 2020.

The Landlord sought \$633.42 for damage to baseboards in the rental unit at the end of the tenancy and \$100.00 for the filing fee.

I heard the parties on the claim.

At the end of the hearing, I raised the possibility of settlement pursuant to section 63(1) of the *Residential Tenancy Act* (the “*Act*”) which allows an arbitrator to assist the parties to settle the dispute. I told the parties that settlement discussions are voluntary.

The parties had a discussion and came to an agreement about this matter.

Prior to ending the hearing, I confirmed the terms of the settlement agreement with the parties. I told the parties I would issue a Monetary Order. I confirmed with the parties that all issues had been covered. The parties confirmed they were agreeing to the settlement voluntarily. I told the parties the settlement agreement would become a final and legally binding agreement and neither party could change their mind about it later.

Settlement Agreement

The Landlord and Tenant agree as follows:

1. The Tenant will pay the Landlord \$366.71 by February 28, 2021.
2. This agreement is in full and final satisfaction of this dispute and of all matters between the Landlord and Tenant in relation to this tenancy. Neither party will bring further claims against the other in relation to this tenancy.

This agreement is fully binding on the parties.

The Landlord is issued a Monetary Order in the amount of \$366.71. If the Tenant does not pay the Landlord in accordance with the above settlement agreement, this Order must be served on the Tenant. If the Tenant does not comply with the Order, it may be filed in the Provincial Court (Small Claims) 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 *Act*.

Dated: February 19, 2021

Residential Tenancy Branch