



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Metrovancouver Housing  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes**      **MNDCT, FFT**

### **Introduction**

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

- A monetary order for damages or compensation pursuant to section 67; and
- Authorization to recover the filing fee for this application from the opposing party pursuant to section 72.

The tenant SE attended the hearing and the landlord was represented at the hearing by Area Manager JH ("landlord"). The landlord acknowledged receipt of the tenant's Application for Dispute Resolution and documentary evidence however did not receive any of the video evidence the tenant provided to the Residential Tenancy Branch. The tenant testified he assumed the landlord had access to the videos uploaded to the Residential Tenancy Branch and as a result, he did not provide the landlord with their own copy. The tenant's video evidence was excluded in accordance with Rule 3.1 of the Residential Tenancy Branch Rules of Procedure as the tenant did not serve the video evidence upon the landlord.

The tenant acknowledged receipt of the landlord's evidence package.

### **Settlement Reached**

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 or an order. I advised the parties that there is no obligation to resolve the dispute through settlement and that if either party did not wish to resolve this matter through settlement, I was prepared to make a decision based on the evidence before me. During the hearing the parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time:

**The landlord will pay the tenant \$500.00 in full and final settlement of the tenant's application.**

Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

The decision to order payment of the filing fee is discretionary upon the arbitrator and in accordance with section 72 of the *Act*, the filing fee will not be recovered.

#### Conclusion

In order to implement the above settlement reached between the parties and as discussed with them at the hearing, I issue a monetary Order in the tenant's favour in the amount of **\$500.00**.

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: April 23, 2021

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Residential Tenancy Branch