



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CHARTWELL CONSTRUCTION
LTD and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDCT, FFT

Introduction

On February 18, 2021, the Tenant made an Application for Dispute Resolution seeking a Monetary Order for compensation pursuant to Section 67 of the *Residential Tenancy Act* (the “Act”) and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

The Tenant attended the hearing. As well, R.P. and E.G. attended the hearing as agents for the Landlord. At the outset of the hearing, I explained to the parties that as the hearing was a teleconference, none of the parties could see each other, so to ensure an efficient, respectful hearing, this would rely on each party taking a turn to have their say. As such, when one party is talking, I asked that the other party not interrupt or respond unless prompted by myself. Furthermore, if a party had an issue with what had been said, they were advised to make a note of it and when it was their turn, they would have an opportunity to address these concerns. The parties were also informed that recording of the hearing was prohibited and they were reminded to refrain from doing so. All parties acknowledged these terms. As well, all parties in attendance provided a solemn affirmation.

The Tenant advised that he served the Landlord the Notice of Hearing package and some evidence by registered mail on February 27, 2021, and R.P. confirmed receipt of this package. Based on this undisputed testimony, and in accordance with Sections 89 and 90 of the *Act*, I am satisfied that the Landlord was duly served with the Notice of Hearing package.

The Tenant also advised that he served the Landlord with additional evidence by registered mail on June 15, 2021. With respect to the digital evidence submitted, the Tenant did not check to see if the Landlord could view this evidence, pursuant to Rule 3.10. 5 of the Rules of Procedure. R.P. confirmed that the Landlord received this evidence and that the videos could be viewed. Based on this testimony, I have accepted all of the Tenant’s evidence and will be consider it when rendering this Decision.

R.P. advised that the Landlord’s evidence was served to the Tenant by Xpresspost on June 27, 2021. The Tenant confirmed that he received this evidence, that he reviewed

it, and that he was prepared to respond to it. Based on this testimony, I have accepted this evidence and will consider it when rendering this Decision.

All parties were given an opportunity to be heard, to present sworn testimony, and to make submissions. I have reviewed all oral and written submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

- Is the Tenant entitled to a Monetary Order for compensation?
- Is the Tenant entitled to recover the filing fee?

Background and Evidence

While I have turned my mind to the accepted documentary evidence and the testimony of the parties, not all details of the respective submissions and/or arguments are reproduced here.

All parties agreed that the tenancy started on September 1, 2020 and ended when the Tenant gave up vacant possession of the rental unit on May 31, 2021. Rent was established at an amount of \$1,562.00 per month and it was due on the last day of each month. A security deposit of \$781.00 was also paid. A copy of the signed tenancy agreement was submitted as documentary evidence.

Numerous submissions were made with respect to the claims in the Tenant's Application. However, the parties subsequently engaged in settlement discussions.

Settlement Agreement

I raised the possibility of settlement pursuant to Section 63(1) of the *Act* which allows an Arbitrator to assist the parties to settle the dispute. I explained to the parties that settlement discussions are voluntary, that if they chose not to discuss settlement I would make a final and binding Decision on the matter, and that if they chose to discuss settlement and did not come to an agreement, that I would make a final and binding Decision on the matter.

I advised the parties that if they did come to an agreement, I would write out this agreement in my written Decision and make any necessary Orders. I also explained that the written Decision would become a final and legally binding agreement. The parties did not have questions about discussing a settlement when asked.

The parties reached the following full and final settlement agreement during the hearing:

1. The Landlord must pay to the Tenant the sum of **\$1,500.00**.
2. The parties agreed that fulfilment of these conditions would amount to full and complete satisfaction of this dispute. No further Applications can be made by either party with respect to this tenancy.

This settlement agreement was reached in accordance with Section 63 of the *Act*. The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that they understood the binding nature of this full and final settlement of these disputes.

Conclusion

The parties reached a full and final settlement agreement in resolution of their dispute. I have recorded the terms of settlement in this Decision and in recognition of the settlement agreement, the Tenant is provided with a conditional Monetary Order in the amount of **\$1,500.00** to serve and enforce upon the Landlord, if necessary. The Order must be served on the Landlord by the Tenant. Should the Landlord fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court 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: July 6, 2021

Residential Tenancy Branch