



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNRL, FFL

### Introduction

This hearing was scheduled to deal with a landlord's application for a Monetary Order for unpaid rent and recovery of the filing fee.

Both the landlord and the tenant appeared for the hearing. The parties were affirmed and the parties were ordered to not record the proceeding. Both parties had the opportunity to make relevant submissions and to respond to the submissions of the other party pursuant to the Rules of Procedure.

At the outset of the hearing, I explored service of hearing materials. The landlord testified that she sent the hearing materials to the tenant via registered mail within three days of filing to the tenant's forwarding address, provided by the tenant in a text message, but the registered mail was returned to the landlord. The landlord's husband then took the hearing package that had been returned and slid it under the door of the tenant's forwarding address.

The tenant testified that the landlord delivered the hearing package to her friend's address and not the box number she gave to the landlord in the text message. The landlord was of the position the box number did not make sense to her since there are no box numbers at that address and the tenant had also provided a unit number in the text message. The tenant conceded the landlord would not understand the box number. The tenant also acknowledged that she picked up the hearing package from her friend months ago and she had the opportunity to give it her lawyer weeks ago.

Since the tenant acknowledged receipt of the landlord's hearing package and acted upon it by taking it to her lawyer, I deemed the tenant sufficiently served pursuant to the authority afforded me under section 71 of the Act and I proceeded to hear this matter.

The tenant confirmed she had not submitted or served any evidence prior to the hearing and she intended to provide her position orally during the hearing.

After both parties had an opportunity to be heard, and a discussion I had with the parties concerning certain obligations both parties have under the Act, I was able to facilitate a settlement agreement between the parties. The remainder of this decision and the Monetary Order that accompanied it reflects the parties' settlement agreement.

#### Issue(s) to be Decided

What are the terms of settlement?

#### Background and Evidence

During the hearing, the parties reached a full and final settlement agreement, as follows:

1. The tenant shall pay to the landlord the sum of \$400.00 and the landlord shall be provided a Monetary Order in this amount.

#### Analysis

Pursuant to section 63 of the Act, I have the authority to assist parties in reaching a settlement agreement during the hearing and to record the agreement in the form of a decision or order.

I have accepted and recorded the settlement agreement reached by the parties during this hearing and I make the term(s) an Order to be binding upon both parties.

In recognition of the settlement agreement, I provide the landlord with a Monetary Order in the amount of \$400.00 to serve an enforce upon the tenant.

#### Conclusion

The parties reached a full and final settlement agreement during the hearing that I have recorded by way of this decision and the Monetary Order that accompanies it.

In recognition of the settlement agreement, I provide the landlord with a Monetary Order in the amount of \$400.00 to serve an enforce.

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: August 20, 2021

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Residential Tenancy Branch