



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **MNDL-S, MNDCL-S, MNRL-S, FFL**

Introduction

This hearing was convened telephone conference as a result of the Landlord's application for dispute resolution ("Application") under the *Residential Tenancy Act* (the "Act") for:

- compensation of \$3,535.45 for repairing damage the Tenants, their pets or their guests caused during their tenancy pursuant to section 67;
- compensation of \$137.35 for unpaid utilities owed by the Tenants to the Landlord pursuant to section 67;
- recovery of unpaid rent of \$2,000.00 owing by the Tenants to the Landlord pursuant to section 67;
- authorization to keep the Tenants' security deposit under section 38; and
- authorization to recover the filing fee for the Application from the Tenants pursuant to section 72.

Two agents ("AJ" and "NJ") for the Landlord and both Tenants ("GB" and "ES") attended this hearing and they were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

AJ testified the Landlord served the Notice of Dispute Resolution Proceeding and the Landlord's evidence ("NDRP Package") on the Tenants by registered mail on October 18, 2021. Although the Landlord did not serve the NDRP Package on each of the Tenants, the two Tenants acknowledged they received the NDRP Package. I find the NDRP Package was sufficiently served on the Tenants pursuant to section 71(2)(b) of the Act.

Preliminary Matter – Service of Tenants' Evidence on Landlord

ES stated the Tenants submitted their evidence to the Residential Tenancy Branch but admitted the Tenants did not serve their evidence on the Landlord. Rule 3.15 of the *Residential Tenancy Branch Rules of Procedure* states:

3.15 Respondent's evidence provided in single package

Where possible, copies of all of the respondent's available evidence should be submitted to the Residential Tenancy Branch online through the Dispute Access Site or directly to the Residential Tenancy Branch Office or through a Service BC Office. The respondent's evidence should be served on the other party in a single complete package.

The respondent must ensure evidence that the respondent intends to rely on at the hearing is served on the applicant and submitted to the Residential Tenancy Branch as soon as possible. Except for evidence related to an expedited hearing (see Rule 10), and subject to Rule 3.17, *the respondent's evidence must be received by the applicant and the Residential Tenancy Branch not less than seven days before the hearing*. See also Rules 3.7 and 3.10.

[emphasis in italics added]

ES admitted the Tenants did not serve the Landlord with any of their documentary evidence prior to the hearing and, therefore, the Tenants failed to comply with Rule 3.15. Give the above, I declined to accept or consider any evidence of the Tenants that was not properly served on the Landlord. However, I advised the Tenants that I would consider their oral testimony.

Settlement

Pursuant to section 63 of the Act, an 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. During the hearing the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

The parties agreed to the following final and binding settlement of all issues currently under dispute:

1. The Tenants agree to pay \$2,222.80 to the Landlord in satisfaction of any and all monetary claims the Landlord has or may have against the Tenants;
2. The Tenants agree to pay the Landlord \$100.00 for the filing fee of the Application;
3. The Tenants agree the Landlord may apply the \$1,000.00 security deposit, held by the Landlord on behalf of the Tenants, in partial satisfaction of the amounts they have agreed to pay pursuant to paragraphs 1 and 2 above leaving a balance of \$1,322.80 owing by the Tenants to the Landlord.

These particulars comprise the full and final settlement of all aspects of the Landlord's dispute against the Tenants. The parties gave verbal affirmation at the hearing that they understood and agreed to the above terms as legal, final, and binding, which settle all aspects of claims made in the Application.

Conclusion

As the parties have reached a full and final settlement of all the claims set out in the Application, I make no factual findings about the merits of the Application.

To give effect to the settlement reached between the parties, and as discussed at the hearing. I order the Tenants pay the Landlord \$1,322.80 and grant the Landlord a Monetary Order for this amount. This Monetary Order may be enforced in the Small Claims Division of the Provincial Court. The Landlord is provided with this Order in the above terms and the Tenants must be served with this Order as soon as possible.

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: May 29, 2022

Residential Tenancy Branch