



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

A matter regarding JAMAN HOLDINGS LTD  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes**      **MNETC, FFT**

### **Introduction**

This hearing dealt with an application filed by the tenant pursuant the *Residential Tenancy Act* (the “Act”) for:

- Compensation from the landlord related to a notice to end tenancy for Landlord’s use of property pursuant to section 51; and
- Authorization to recover the filing fee from the other party pursuant to section 72.

The landlord and both tenants attended the hearing. The landlord acknowledged being served with the tenant’s Notice of Dispute Resolution Proceedings package in July of 2022 and had no issues with timely service of documents.

The parties were informed at the start of the hearing that recording of the dispute resolution is prohibited under the Rule 6.11 of the Residential Tenancy Branch Rules of Procedure (“Rules”) and that if any recording was made without my authorization, the offending party would be referred to the RTB Compliance Enforcement Unit for the purpose of an investigation and potential fine under the Act.

Each party was administered an oath to tell the truth and they both confirmed that they were not recording the hearing.

### **Preliminary Issue**

The landlord testified that since being personally served with the tenants’ application for dispute resolution on July 13, 2022 she has been super busy at work. Her work has been short staffed and the landlord didn’t realize until just recently that this hearing was coming up. Due to not having enough time to prepare, serve and upload evidence, the landlord sought an adjournment of the hearing.

Pursuant to Rule 7.9, I considered the landlord’s request, and I concluded that the need for the adjournment fully arose out of the landlord’s intentional actions or neglect. As stated in Policy Guideline 45 [Adjourning and Rescheduling a Dispute Resolution

Hearing], *A hearing should not be adjourned and rescheduled when an applicant is making the request because they did not exchange their evidence in a timely manner.*

Consequently, the landlord's application to adjourn the hearing was declined. This hearing proceeded without the landlord exchanging any documentary evidence with the tenants or providing for me to review. I advised the landlord that all of her testimony would be recorded and used as evidence in this decision.

#### 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 on several occasions 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 the following resolution of their dispute.

**The landlord will pay \$10,000.00 to the tenants in full and final settlement of this application.**

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. As the parties resolved matters by agreement, I make no findings of fact or law with respect to the application before me.

#### 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 tenants' favour in the amount of \$10,000.00.

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: March 14, 2023

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Residential Tenancy Branch