



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes **MNDL-S**

Introduction

This hearing was convened by way of conference call in response to an application for dispute resolution (Application) filed by the Landlord pursuant to the *Residential Tenancy Act* (Act). The Landlord applied for the following:

- a monetary order for \$700.00 as compensation to make repairs that the Tenant, their pets or their guests caused during the tenancy pursuant to section 67; and
- authorization to keep the Tenant's security deposit pursuant to section 38,

The Landlord's agent (LT) and the Tenant attended the hearing. I explained the hearing process to the parties who did not have questions when asked. I told the parties they were not allowed to record the hearing pursuant to the *Residential Tenancy Branch Rules of Procedure* (RoP). The parties were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

LT stated the Landlord served the Notice of Dispute Resolution Proceeding and its evidence (NDRP Package) on the Tenant by registered mail, but he could not recall the date of posting. The Tenant acknowledged he received the NDRP Package from the Landlord. As such, I find the NDRP Package was served on the Tenant in accordance with the provisions of sections 88 and 89 of the Act.

The Tenant stated he served his evidence on the Landlord by email on May 15 and May 25, 2023. Although there was no evidence that the Landlord consented to service of documents under the Act by email, LT acknowledged the Landlord received the two emails. As such, I find the Tenant's evidence was sufficiently served on the Landlord pursuant to section 71(2)(b) of the Act.

Preliminary Matter – Correction of Landlord’s Name in Application

At the outset of the hearing, I noted that the name of the applicant in the Application was the name of the Landlord combined with the name of LT. LT stated the error must have occurred when the Application was made online. LT requested that I amend the Application to correct the name of the Landlord by removing LT’s name from it. Rule 4.2 of the *Residential Tenancy Branch Rules of Procedure* states (RoP):

4.2 Amending an application at the hearing

In circumstances that can reasonably be anticipated, such as when the amount of rent owing has increased since the time the Application for Dispute Resolution was made, the application may be amended at the hearing.

If an amendment to an application is sought at a hearing, an Amendment to an Application for Dispute Resolution need not be submitted or served.

The Landlord’s request could reasonably be anticipated by the Tenant. Pursuant to Rule 4.2 of the RoP, I order the Application to be amended removing the name of LT from the Landlord’s name.

Settlement Agreement

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.

LT and the Tenant agreed to the following final and binding settlement of all issues currently under dispute:

1. The Landlord agrees to withdraw the Application;
2. The Landlord agrees to pay the Tenant \$500.00 by June 30, 2023; and
3. Each of the parties agrees to mutually release the other party from any and all claims arising from any breach of the terms of the tenancy agreement, digitally signed on August 10 and August 11, 2021, between the Landlord, the Tenant and a third party, and from any breach of the provisions of the *Residential*

Tenancy Act or Residential Tenancy Regulations relating to the said tenancy agreement.

These particulars comprise the full and final settlement of all claims made by the Landlord in the Application. 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 by the Landlord 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 grant the Tenant a Monetary Order for \$500.00 effective June 30, 2023. The Tenant is provided with the above Order on the above terms and the Landlord must be served by the Tenant with this Order as soon as possible. This Order may be filed and enforced in the Small Claims Division of the Provincial Court of British Columbia.

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: June 6, 2023

Residential Tenancy Branch