



Dispute Resolution Services  
Residential Tenancy Branch  
Ministry of Housing

## **FINAL DECISION**

### **Introduction**

---

Both hearings dealt with the tenant's first application for dispute resolution, filed on February 28, 2023, under the *Residential Tenancy Act* ("Act") for:

- a monetary order of \$15,000.00 for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation*, or tenancy agreement, under section 67 of the *Act*.

Both hearings also dealt with the tenant's second application for dispute resolution, filed on March 21, 2023, under the *Act* for:

- authorization to obtain a return of \$2,279.00 for the tenant's security deposit, under section 38 of the *Act*.

Both hearings also dealt with the landlords' application for dispute resolution, filed on October 15, 2023, under the *Act* for:

- a monetary order of \$4,000.00 for unpaid rent, under section 67 of the *Act*;
- a monetary order of \$1,102.50 for damage to the rental unit, under section 67 of the *Act*; and
- authorization to recover the \$100.00 filing fee paid for their application, under section 72 of the *Act*.

The two landlords, landlord GK ("landlord") and "landlord AK," and the tenant attended both hearings and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

The first hearing on December 21, 2023, lasted approximately 58 minutes from 1:30 p.m. to 2:28 a.m. Landlord AK called in from a separate telephone line and in a separate room from the landlord, at 1:34 p.m.

The second hearing on January 15, 2024, lasted approximately 70 minutes from 9:30 a.m. to 10:40 a.m. Landlord AK left the hearing from 10:22 a.m. to 10:32 a.m., stating that her telephone disconnected. The landlord confirmed that he wanted to continue with the hearing in the absence of landlord AK.

At both hearings, all hearing participants confirmed their names and spelling. At both hearings, the landlord and the tenant both provided their email addresses for me to send copies of both decisions to both parties.

At both hearings, the landlord identified himself as the main speaker for the landlords. At both hearings, he confirmed that both landlords co-own the rental unit and he provided the rental unit address.

Rule 6.11 of the Residential Tenancy Branch (“RTB”) *Rules of Procedure* (“Rules”) does not permit recordings of any RTB hearings by any participants. At the outset of both hearings, all hearing participants separately affirmed that they would not record both hearings.

### **Preliminary Issue – Adjournment of First Hearing**

---

At the first hearing and as noted in my interim decision, I stated the following. Both parties affirmed their understanding of same, at the second hearing.

The tenant requested an adjournment of the first hearing. She said that she was previously homeless and living in a shelter, and she was unable to submit new evidence, that she only recently received, in support of her applications. The tenant requested a short adjournment of 1 to 2 weeks and agreed that she was available in January 2024 for a second hearing. The landlord initially opposed the tenant’s adjournment request. However, he later consented to the adjournment, claiming that the landlords were agreeable to a short adjournment, and they were available for a hearing in January 2024.

During the first hearing, I informed both parties that I was granting the tenant’s adjournment request and adjourning both parties’ applications. That decision was made after taking into consideration the criteria established in Rule 7.9 of the RTB *Rules*. I found that an adjournment of this matter would provide a fair opportunity for both parties to be heard, to serve documents, and to respond to the other party’s applications and evidence. Further, both parties consented to an adjournment if it was a short period of

time and if it could be heard in January 2024, if possible. Both parties also consented to service of documents to each other and the RTB.

I informed both parties that the first hearing would be reconvened as a conference call hearing on January 15, 2024 at 9:30 a.m. I notified them that a copy of the Notice of Reconvened hearing with the calling instructions would be included with the interim decision. At the second hearing, both parties confirmed receipt of my interim decision and the Notice of Reconvened Hearing.

Neither party was permitted to serve any further evidence, after the first hearing, except for specific evidence as per my directions. No witnesses were permitted to testify at the second hearing, as both parties confirmed that they did not want to call any witnesses at this first hearing. Neither party was permitted to file any new applications after the first hearing, to be joined and heard together with both parties' applications, at the second hearing. Neither party was permitted to file any amendments to their applications, after the first hearing.

### **Preliminary Issue – Service of Documents**

---

At both hearings, the landlord confirmed receipt of the tenant's application for dispute resolution hearing package. At the first hearing and as noted in my interim decision, in accordance with section 89 of the *Act*, I found that both landlords were duly served with the tenant's application.

At the first hearing and as noted in my interim decision, the tenant stated that she did not receive the landlords' application for dispute resolution hearing package. She said that she received a courtesy copy of the landlords' notice of hearing only, from the RTB directly. At the second hearing, the tenant confirmed receipt of the landlords' application for dispute resolution hearing package. In accordance with section 89 of the *Act*, I find that the tenant was duly served with the landlords' application.

Both parties were directed to serve applications and evidence, only in accordance with my instructions in the interim decision. At the second hearing, both parties confirmed receipt of the other party's evidence, and the tenant confirmed receipt of the landlords' application, as per my directions in the interim decision.

At the second hearing, the landlord stated that the landlords received 2 audio files from the tenant, from January 31 and February 8, not 1, as per my directions. The tenant confirmed that she served 2 audio files to the landlords, even though I directed her to

only serve 1, based on what she agreed at the first hearing. The landlord objected to me considering the tenant's second audio file from February 8. The tenant agreed that she was not permitted to serve the second audio file, and said she was ok with me not considering it because the first one was more important.

I informed both parties that I would not consider the tenant's second audio file from February 8, as the tenant did not comply with my directions, which she agreed to at the first hearing. Both parties affirmed their understanding of same. However, I was not required to consider either party's evidence because both parties voluntarily settled all 3 applications at this hearing.

At the second hearing, the landlord stated that the landlords received the tenant's evidence late on January 6, 2024, instead of January 5, 2024, as directed in my interim decision. He said that the landlords reviewed it, did not object to me considering it, and were not prejudiced by it.

In accordance with section 88 of the *Act*, I found that both landlords were duly served with the tenant's late evidence. I informed both parties that I would consider the tenant's evidence even though it was late, contrary to my directions, as the landlords received it, reviewed it, did not object to it, and were not prejudiced by it. Both parties affirmed their understanding of same. However, I was not required to consider either party's evidence because both parties voluntarily settled all 3 applications at this hearing.

### **Preliminary Issue – Hearing and Settlement Options**

---

At the outset of the second hearing, I explained the hearing and settlement processes, and the potential outcomes and consequences, to both parties. Both parties had an opportunity to ask questions, which I answered. Neither party made any adjournment or accommodation requests.

Both parties confirmed that they were ready to proceed with the second hearing, they did not want me to make a decision, and they wanted to settle all 3 applications.

### **Settlement Terms**

---

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 and orders. During the second

hearing, the parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute and arising out of this tenancy.

Both parties agreed to the following final and binding settlement of all issues under dispute and arising out of this tenancy:

1. The landlords agreed to pay the tenant \$1,700.00 total, by way of e-transfer to the tenant's email address, which was confirmed by both parties during the second hearing, according to a payment plan;
2. Both parties agreed that this settlement agreement constitutes a final and binding resolution of the landlords' application, including the \$100.00 filing fee, and the tenant's 2 applications, and any issues arising out of this tenancy;
3. Both parties agreed that they will not initiate any future claims or applications against each other at the RTB, with respect to any issues arising out of this tenancy.

These particulars comprise the full and final settlement of all aspects of this dispute and arising out of this tenancy. Both parties affirmed at the second hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties affirmed at the second hearing that they understood and agreed that the above terms are legal, final, binding, and enforceable, which settle all aspects of this dispute and arising out of this tenancy.

The terms and consequences of the above settlement were reviewed in detail, with both parties during this lengthy 70-minute second hearing. Both parties were provided with ample time to ask questions, think about, negotiate, discuss, and decide about the above settlement terms, during the second hearing.

The landlords were given additional time to discuss the settlement terms with each other privately, during the second hearing. The tenant was given additional time to privately decide about the above settlement terms, during the second hearing.

Both parties were unable to agree on a payment plan for condition #1 above, although they agreed on the \$1,700.00 total amount. Both parties discussed payment plan options, including different date and amounts. Both parties agreed that I impose a payment plan, including the dates and amounts, which I determined from both parties' settlement offers during this hearing.

I informed both parties that I was imposing the following payment plan for condition #1 above, the dates and amounts which were suggested by the tenant, as I found them to be reasonable, and included the amounts suggested by the landlord:

1. I order the landlords to pay the tenant \$1,700.00 total, according to the following payment plan:
  - a. \$300.00 to be paid by March 1, 2024;
  - b. \$200.00 to be paid by March 15, 2024;
  - c. \$300.00 to be paid by April 1, 2024;
  - d. \$300.00 to be paid by April 15, 2024;
  - e. \$300.00 to be paid by May 1, 2024;
  - f. \$300.00 to be paid by May 15, 2024.

## Conclusion

---

I order both parties to comply with all of the above settlement terms.

In order to implement the above settlement and as discussed with both parties during this hearing, I issue a monetary Order in the tenant's favour in the amount of \$1,700.00. I deliver this Order to the tenant in support of the above agreement for use **only** in the event that the landlord(s) fail to pay the tenant \$1,700.00 as per condition #1 of the above agreement and my directions in condition #1 above. The landlord(s) must be served with a copy of this Order. Should the landlord(s) 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.

The landlord must bear the cost of the \$100.00 filing fee paid for their application.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Act*.

Dated: January 15, 2024

---

Residential Tenancy Branch