



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND MNSD MNDC FF
 MNSD FF and MNDC FF

Preliminary Issues

At the outset of the hearing the Landlord affirmed that he did not have an address for D.W. so he served D.W. with copies of his application and Notice of hearing to G.F.'s and K.D.'s address. The package served to D.W. was returned unclaimed.

Section 89 of the Act requires that if service is conducted by registered mail the package must be sent to the address where the person resides.

Based on the above I find that D.W. was not properly served with notice of this proceeding. Therefore, I find that the Landlord's claim may proceed against G.D. and K.D. and the claim against D.W. is hereby dismissed, without leave to reapply.

Introduction

This hearing dealt with cross Applications for Dispute Resolution filed by the Landlord and the Tenants.

The Landlord filed his application on April 11, 2014, to obtain a Monetary Order for: damage to the unit, site or property; to keep all or part of the security deposit; for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement; and to recover the cost of the filing fee from the Tenants for his application.

The Tenants filed two applications the first was filed on April 28, 2014 seeking a monetary order for the return of the balance owed for their security deposit of \$1,141.00, after deductions for damages that the Tenants agree to. The second application was filed on May 15, 2014 seeking a monetary order for \$6,000.00 as compensation equal to two month's rent because they were told to move because the Landlord was selling the property.

The hearing was conducted via teleconference for 83 minutes on July 18, 2014, and reconvened for 46 minutes on October 3, 2014. The Landlord's witness provided affirmed testimony that she is the Landlord's spouse, she is not listed as owner on title of this property, and she does not conduct business as agent for the Landlord. The

Landlord and Tenant G.F. attended the July 18th and October 3, 2014 hearings. G.F. affirmed that he attended the October 3, 2014 hearing and was representing both himself and K.D.

The parties gave affirmed testimony and confirmed receipt of evidence served by the other. At the outset of the hearing I explained how the hearing would proceed and the expectations for conduct during the hearing, in accordance with the Rules of Procedure. Each party was provided an opportunity to ask questions about the process however, each declined and acknowledged that they understood how the conference would proceed.

During the hearing each party was given the opportunity to provide their evidence orally, respond to each other's testimony, and to provide closing remarks. A summary of the testimony is provided below and includes only that which is relevant to the matters before me.

Issue(s) to be Decided

Have the parties agreed to settle these matters?

Background and Evidence

It was undisputed that the parties executed a written tenancy agreement for a fixed term tenancy that commenced on October 1, 2012 and switched to a month to month tenancy after March 13, 2013. The Tenants were required to pay rent of \$3,000.00 and on October 1, 2012 the Tenants paid \$1,500.00 as the security deposit. The parties conducted a walk through inspection and completed condition inspection report forms at move in September 30, 2012 and at move out March 30, 2014.

During the course of this proceeding the parties agreed to settle these matters.

Analysis

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.

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 on the following terms:

- 1) The Landlord agrees to withdraw their application for disputes resolution;
- 2) The Tenants agree to withdraw both their applications for disputes resolution;

- 3) The Landlord will meet with the Tenant October 3, 2014 at 5:00 p.m. and will pay the Tenant \$1,000.00 by cheque;
- 4) Both parties agreed that this settlement agreement constituted a final and binding resolution of all issues currently in dispute at this time arising out of this tenancy; and
- 5) Both agreed that neither party will bring forth another claim against the other pertaining to this tenancy.

Conclusion

The parties agreed to settle these matters, pursuant to section 63 of the Act. In support of the settlement agreement, the Tenants have been issued a Monetary Order for **\$1,000.00**. In the event the does not comply with this settlement agreement the Order may be served upon the Lanldord and filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

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: October 03, 2014

Residential Tenancy Branch

