



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNDC, OLC, RPP, FF, O

Introduction

This hearing was convened by way of conference call in response to the Tenant's Application for Dispute Resolution (the "Application") for: the return of her security and pet damage deposit; for money owed or compensation for damage or loss under the *Residential Tenancy Act* (the "Act"); for the Landlords to comply with the Act, regulation or tenancy agreement; for 'Other' issues; for the return of the Tenant's personal property; and to recover the filing fee from the Landlords.

All the named parties appeared for the hearing and provided affirmed testimony. The Landlords confirmed receipt of the Tenant's Application and documentary evidence which was served by the Tenant via registered mail. However, I determined that the Tenant had submitted a separate 22 pages of documentary evidence outside of the 14 day time limit provided for by Rule 3.14 of the Residential Tenancy Branch Rules of Procedure. This was because the Tenant did not account for days allowed for documents to be deemed received when serving by registered mail as instructed in the fact sheet that was provided to the Tenant when she filed her Application.

The Landlords explained that they had received the Tenant's late evidence but they did not have sufficient time to consider it. As a result, I informed the parties that I would attempt to deal with those matters in this hearing that would not rely on the Tenant's documentary evidence in an effort to provide some resolution. I informed the Tenant that I would provide leave to re-apply for any matters not dealt with in this hearing which were reliant on her documentary evidence. The parties had no objections to this course of action.

The hearing process was explained and no questions were asked. The parties were then given the opportunity to present the allowed evidence in this hearing.

At the end of the hearing, the parties indicated that they wanted to settle the matter in this hearing in an effort to prevent the issues raised by both sides to escalate and lead to further evidence and hearings.

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. As a result, I assisted the parties to craft the following agreement to settle the matters in full and final satisfaction of all the issues associated with this tenancy.

Settlement Agreement

1. The Landlords will return to the Tenant a total amount of \$1,573.00 forthwith to settle the Tenant's Application in full, and in final satisfaction for all the other issues associated with this tenancy.
2. This amount is payable to the Tenant in full on or before the end of September 30, 2017.
3. The Tenant is issued with a Monetary Order for this amount which is enforceable in the Small Claims Division of the Provincial Court as an order of that court **if** the Landlords fail to make payment.

The Landlords are cautioned to retain documentary evidence of payment made to meet the terms and conditions of the above agreement. This agreement and order is fully binding on the parties and is in full and final satisfaction of all the issues associated with this tenancy. Therefore, no further Applications are permitted.

The parties confirmed their voluntary agreement and understanding to resolution in this manner both during and at the conclusion of the hearing. This file is now closed. 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: September 06, 2017

Residential Tenancy Branch