



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OLC, MNDCT, FFT

### Introduction

This hearing was scheduled to deal with a tenant's application for orders for the landlord to comply with the Act, regulations or tenancy agreement; and, monetary compensation for damages or loss. Both parties appeared or were represented at the hearing.

The tenants explained that the landlord was difficult to serve because he was out of the country and the person he appointed as his property manager blocked them and would not give them a way to serve him. The landlord's service address, as listed on the tenancy agreement, was the living unit above their rental unit, but it was occupied by another person while the landlord was out of the country. The tenants posted the proceeding package to the door of the landlord's service address on February 20, 2020.

The landlord confirmed that he was out of the country until March 6, 2020. The landlord confirmed that he did receive the tenant's proceeding package from his friend who also lives with him at his service address. Since the landlord received the tenant's proceeding package, I deemed the landlord sufficiently served pursuant to the authority afforded me under the Act.

The tenants sent an evidence package to the landlord via registered mail on February 28, 2020 and notified the landlord they sent him a package via email, but the landlord has not yet picked up the registered mail. A search of the registered mail tracking number showed that Canada Post left notice cards on March 4, 2020 and March 9, 2020 and the registered mail remains unclaimed. The landlord claims that he did not receive any notice cards from Canada Post but that he did not attempt to retrieve any mail at the post office despite the tenant's email notifying him of the mail. The landlord acknowledged that his friend/roommate may have picked up the mail out of the community mailbox and not given the notice cards to him. The tenants also stated that

they have had difficulty receiving their mail on a regular basis during the tenancy because the landlord's friend/roommate did not check the mail regularly.

The landlord indicated he also had evidence to submit but that he has not had the opportunity to do so since he was out of the country until March 6, 2020.

Despite the late service of evidence and the landlord's lack of evidence, both parties indicated a willingness to resolve their dispute by way of a settlement agreement. I was able to facilitate a settlement agreement that I have recorded by way of this decision and the orders that accompany it.

#### Issue(s) to be Decided

What are the terms of settlement?

#### Background and Evidence

The parties mutually agreed to the following terms during the hearing:

1. The tenancy shall end on or before March 31, 2020 and the landlord shall be provided an Order of Possession reflecting that date.
2. For the remainder of the tenancy the tenants shall be provided use of ½ of the driveway on the residential property to park two of their vehicles.
3. The tenants shall ensure they do not park any other vehicles they own or are responsible for on the strata property.
4. The landlord shall compensate the tenants the sum of \$2,000.00 by way of a \$500.00 payment to be made on or before March 14, 2020 and \$1,500.00 on or before March 31, 2020 in full satisfaction of any claims the tenants may have with respect to any of the landlord's breaches of the tenancy agreement, or the Act, except those pertaining to administration of the security deposit and pet damage deposit.
5. The landlord remains obligated to schedule a move-out inspection with the tenants; the tenants remain at liberty to leave the rental unit reasonably clean and undamaged at the end of the tenancy; the parties remain obligated to inspect the rental unit together as scheduled; and, the landlord remains obligated to prepare the move-out inspection report.
6. The security deposit and pet damage deposit shall remain in trust for the tenants, to be administered in accordance with the Act at the end of the tenancy.

### Analysis

Pursuant to section 63 of the Act, I have the authority to assist parties in reaching a settlement agreement during the hearing and to record the agreement in the form of a decision or order.

I have accepted and recorded the mutual agreement reached by the parties during this hearing and I make the term(s) an Order to be binding upon both parties.

In recognition of the mutual agreement, I provide the landlord with an Order of Possession effective on March 31, 2020.

In recognition of the mutual agreement, I provide the tenants with a Monetary Order in the sum of \$2,000.00 to serve and enforce if necessary.

The tenants are now precluded from making any other claims against the landlord with respect to any breaches under the Act, regulations or tenancy agreement; with the exception of those pertaining to administration of the security deposit and pet damage deposit since the deposits continue to remain in trust at this time, to be administered after the tenancy ends in accordance with the Act.

### Conclusion

The parties reached a settlement agreement that I have recorded by way of this decision and the orders that accompany it. In recognition of the mutual agreement, I provide the landlord with an Order of Possession effective on March 31, 2020. In recognition of the mutual agreement, I provide the tenants with a Monetary Order in the sum of \$2,000.00 to serve and enforce if necessary.

The above described Monetary Order does not include the security deposit or pet damage deposit and the deposits remain in trust for the tenants until after the tenancy ends and to be administered in accordance with the Act.

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 13, 2020

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Residential Tenancy Branch