



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNDC, FF; MNDC, FF

### Introduction

This hearing was convened in relation to the landlords' application pursuant to the *Residential Tenancy Act* (the Act) for:

- a monetary order for damage to the rental unit, and for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67;
- authorization to retain all or a portion of the tenants' security deposit in partial satisfaction of the monetary order requested pursuant to section 38; and
- authorization to recover their filing fee for this application from the tenant pursuant to section 72.

This hearing was also convened in relation to the tenants' application pursuant to the Act for:

- a monetary order for compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67; and
- authorization to recover her filing fee for this application from the landlords pursuant to section 72.

This hearing was conducted over two days. At the first hearing the landlords BK and NK and the tenant MP (the tenant) attended. At the second hearing date, the landlord NK, the landlords' agent and the tenant attended.

### Tenants' Request to Withdraw and Reapply

The tenant and landlords engaged in a settlement conversation. In that conversation, the tenant informed me that she had made a mistake in her application in that she had not applied for the entire amount of the alleged unlawful rent increase, but only a portion.

I informed the tenant at the hearing that she could request to withdraw the tenants' application or request to amend the tenants' application and that I would consider the tenants' requests. I informed the tenant that the decision would involve a consideration of the principles of procedural fairness, including notice, as well as a consideration of cause of action estoppel. These considerations involve the possible prejudice to the landlords.

The tenant asked me to make a determination of the amendment. I informed the tenant that I would make a determination if the hearing proceeded by way of adjudication, but would not make any determinations in the course of a settlement conversation. I explained to the tenant that in a settlement, the parties reached a mutually agreed to arrangement without determinations by an arbitrator. The tenant elected to proceed with a settlement.

### Analysis

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. During this hearing, the parties reached an agreement to settle their dispute under the following final and binding terms:

1. The tenants agreed to withdraw their application.
2. The landlords agreed to withdraw their application.
3. The landlords agreed to pay to the tenant \$950.00.
4. The tenant agreed that she would attend at the landlords' home on 13 November 2015 between 1100 and 1200 to receive the \$950.00.
5. The tenants agreed that the landlord would retain the remainder of the security deposit.
6. The parties agreed that no further claims would be filed with the Residential Tenancy Branch in respect of this tenancy, which has now ended.

Each party stated that she understood the terms of this agreement and agreed to it. The parties agreed that these particulars comprise the full and final settlement of all aspects of their disputes for both parties.

### Conclusion

The tenants' application is withdrawn. The landlords' application is withdrawn.

The monetary order is to be used if the landlord(s) do(es) not pay \$950.00 to the tenants in accordance with their agreement. The tenants are provided with this order in the above terms and the tenants should serve the landlord(s) with this order so that the tenants may enforce it in the event that the landlord(s) do(es) not pay the outstanding rent as set out in their agreement. 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.

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

Dated: November 10, 2015

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Residential Tenancy Branch

