



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, OLC, O, FF

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* ("Act") for:

- a monetary order for money owed or compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement, pursuant to section 67;
- an order requiring the landlords to comply with the *Act*, *Regulation* or tenancy agreement, pursuant to section 62;
- other unspecified remedies; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The landlord CL ("landlord") and the tenant attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The landlord confirmed that she had authority to speak on behalf of "landlord PL," the other landlord named in this application, as an agent at this hearing (collectively "landlords"). The hearing lasted approximately 39 minutes in order to allow both parties to fully negotiate a settlement of this matter.

The landlord confirmed receipt of the tenant's application for dispute resolution hearing package and the tenant confirmed receipt of the landlords' written evidence package. In accordance with sections 88, 89 and 90 of the *Act*, I find that both landlords were duly served with the tenant's application and the tenant was duly served with the landlords' written evidence.

The tenant confirmed that she faxed written evidence to the Residential Tenancy Branch ("RTB") on August 24, 2016 and sent this same evidence to the landlords by way of email and mail. Neither I nor the landlords received the tenant's late written evidence prior to the hearing. As this matter settled, I make no findings regarding service of this evidence on the RTB or the landlords.

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.

Both parties agreed to the following final and binding settlement of all issues with respect to this entire tenancy:

1. The landlords agreed to pay the tenant a total of \$1,298.83 by way of a cheque to be mailed out by September 1, 2016;
2. The tenant agreed to bear the cost of the \$100.00 filing fee paid for this application;
3. Both parties agreed that this settlement agreement constitutes a final and binding resolution of the tenant's application at this hearing and any issues arising out of this tenancy;
4. Both parties agreed that they will not initiate any further claims or applications against each other at the Residential Tenancy Branch, with respect to any issues arising out of this tenancy.

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

The landlord confirmed that she was aware and agreed to this settlement agreement on behalf of landlord PL, who is also bound by the terms of this settlement agreement.

Conclusion

In order to implement the above settlement reached between the parties, and as advised to both parties during the hearing, I issue a monetary Order in the tenant's favour in the amount of \$1,298.83. I deliver this Order to the tenant in support of the above agreement for use **only** in the event that the landlord(s) do not abide by condition #1 of the above agreement. The tenant is provided with this Order in the above terms and the landlord(s) must be served with a copy of this Order as soon as possible after the landlord(s) do not abide by condition #1 of the above 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.

The tenant must bear the cost of the \$100.00 filing fee paid for her 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 *Residential Tenancy Act*.

Dated: September 01, 2016

Residential Tenancy Branch