



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding KENTLAND INVESTMENTS
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC, FF

Introduction

This hearing dealt with the tenants' 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; and
- authorization to recover the filing fee for this application, pursuant to section 72.

One of two tenants, tenant KR ("tenant") and his agent daughter, SR and the landlord's three agents, "landlord SY," "landlord LR" and "landlord AB" (collectively "landlord") 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 tenant confirmed that he had authority to speak on behalf of his wife "tenant PF," the other tenant named in this application, as an agent at this hearing. The tenant confirmed that his agent daughter had authority to speak on behalf of both tenants at this hearing (collectively "tenants"). Landlord SY confirmed that she was the property manager, landlord LR confirmed that she was the administrator, and landlord AB confirmed that he was the building manager and that all three worked for the landlord company named in this application. All three agents confirmed that they had authority to speak on behalf of the landlord company as agents at this hearing. The hearing lasted approximately 110 minutes in order to allow both parties to fully negotiate a settlement of this matter.

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

The landlord confirmed that three additional monetary invoices were received from the tenants in December 2016, to increase the tenants' monetary claim from \$4,271.03 to approximately \$16,771.03. The tenants did not file an amendment form to increase their monetary claim. However, both parties agreed to settle the tenants' application for their increased monetary claim of approximately \$16,771.03 at this hearing.

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, 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 landlord agreed to pay the tenants a total of \$2,550.00 by January 1, 2017, by way of a cheque to be mailed to the tenants;
 - a. both parties exchanged mailing addresses during the hearing in order to facilitate the above payment;
2. The tenants agreed to bear the cost of the \$100.00 filing fee paid for their application;
3. The tenants agreed that this settlement agreement constitutes a final and binding resolution of their 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 affirmed at the hearing that they understood and agreed to the above settlement terms, free of any duress or coercion. Both parties affirmed 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. Both parties confirmed that they agreed to and understood that this settlement was binding upon the parties named in this application, as some individuals were acting as agents at this hearing.

During the hearing, I explained the process of settlement and the enforceability of it to both parties. Both parties were provided with extra time to think about whether they wished to negotiate and make offers and were provided with extra time to discuss settlement options with their agents privately, before reaching a 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 tenants' favour in the amount of \$2,550.00. I deliver this Order to the tenants in support of the above agreement for use **only** in the event that the landlord does not abide by condition #1 of the above agreement. The landlord must be served with a copy of this Order as soon as possible after the landlord does not abide by condition #1 of the above agreement. Should the landlord 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 tenants must bear the cost of the \$100.00 filing fee paid for their 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: December 16, 2016

Residential Tenancy Branch