



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, RR, FF

### Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the “Application”) made by the Tenants for: money owed or compensation for damage or loss under *the Residential Tenancy Act* (the “Act”); for a reduction in rent for repairs, services or facilities agreed upon but not provided; and for “Other” issues.

The Tenants, the Landlord, and an assistant for the Landlord, appeared for the hearing and provided affirmed testimony. The Landlord confirmed receipt of the Tenants’ Application as well as the Tenants’ extensive written submissions served prior to the hearing. The Landlord confirmed that he had not provided any evidence prior to this hearing.

The hearing process was explained to the parties and they had no questions about how the proceedings would be conducted. Both parties were given a full opportunity to present their evidence, make submissions to me, and cross examine the other party on the evidence provided. During the hearing, the Landlord alleged a monetary claim for unpaid rent in this tenancy. The Landlord was informed that he was at liberty to file a separate application for a monetary claim against the Tenants in order to determine that issue because it was not before me in this hearing.

Section 63 of the Act allows an Arbitrator to assist the parties to settle their dispute. 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, after the parties had finished presenting their evidence, I offered the parties any opportunity to settle the dispute by mutual resolution in full and final satisfaction of all of the issues associated with this tenancy.

The parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute as follows.

Settlement Agreement

The Tenants agreed to withdraw their Application for their monetary claim. In return the Landlord agreed to not pursue any further claims against the Tenants for this tenancy.

The parties then agreed that no party was permitted to make any further applications or claims against each other because this agreement was being made in **full and final** satisfaction of all the issues associated with this tenancy which brings finality to the dispute at this hearing. Accordingly, I made no legal findings in this dispute and this file is now closed.

The parties confirmed their voluntary agreement and understanding of resolution in this manner both during and at the conclusion of the hearing.

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: July 10, 2017

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Residential Tenancy Branch