



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCL, FFL

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Landlord on April 27, 2018. The Landlord sought compensation for monetary loss or other money owed and reimbursement for the filing fee.

The Landlord appeared at the hearing. The Tenants appeared at the hearing. I explained the hearing process to the parties and none of the parties had questions when asked. The parties provided affirmed testimony.

The Landlord had submitted evidence prior to the hearing. The Tenants had not submitted evidence. I addressed service of the hearing package and Landlord's evidence. The Tenants said they received the hearing package and Landlord's evidence. An issue arose regarding how and when the hearing package and Landlord's evidence was served; however, the Tenants confirmed they were prepared to proceed with the hearing.

The Landlord had submitted a written tenancy agreement. The parties disagreed about whether the terms of the agreement submitted are accurate. However, both parties agreed there was a tenancy agreement between the parties regarding the rental unit.

At the end of the hearing, the Landlord raised the issue of a settlement. I then discussed the possibility of settlement with the parties pursuant to section 63(1) of the *Residential Tenancy Act* (the "Act") which allows an arbitrator to assist the parties to settle the dispute. I told the parties that I had not made any decision in the matter. I explained to the parties that settlement discussions are voluntary. I told the parties that if they did not want to discuss settlement, that was fine and I would make a final and legally binding decision in the matter. I told the parties that if they discussed settlement and came to an agreement, I would write out the agreement in my written decision and make a Monetary Order if necessary. I explained that the written decision would

become a final and legally binding agreement. The parties did not have questions about the above when asked. The parties agreed to discuss settlement and a discussion ensued.

Prior to ending the hearing, I confirmed the terms of the settlement agreement with the parties. I told the parties I would issue a Monetary Order which could be enforced in court if the Tenants did not comply with the agreement. I confirmed with the parties that all issues had been covered. The parties confirmed they were agreeing to the settlement voluntarily and without pressure from the other party or me. The parties confirmed they understood the agreement was final and legally binding.

Settlement Agreement

The Landlord and Tenants agree as follows:

1. The Tenants will pay the Landlord \$812.50 by September 8, 2018.

This agreement is fully binding on the parties and is in full and final satisfaction of this dispute.

The Landlord is granted a Monetary Order in the amount of \$812.50. If the Tenants fail to pay the Landlord in accordance with the settlement agreement set out above, the Landlord must serve this Order on the Tenants. If the Tenants fail to comply with the Order, the Order may be enforced in the Small Claims Division of the Provincial Court as an order of that court.

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: June 26, 2018

Residential Tenancy Branch