



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCT

Introduction

On April 30, 2018, the Tenants made an Application for Dispute Resolution seeking a Monetary Order for compensation pursuant to section 67 of the *Act*.

A.O. attended the hearing on behalf of the Tenants and the Landlord attended as well. All in attendance provided a solemn affirmation.

A.O. advised that she served the Notice of Hearing package by placing it in the Landlord's mailbox on May 3, 2018 and the Landlord confirmed receipt of this package. While service of this package did not comply with section 89 of the *Act*, the Landlord advised that she was prepared to respond to the Tenants' Application. As such, I am satisfied that the Landlord was served with the Tenants' Notice of Hearing package and I continued the hearing.

With the consent of A.O., the Application was amended to correct the name of the Landlord.

During the hearing, the parties turned their minds to reaching a full and final settlement agreement. The parties were able to reach an agreement and I have recorded the terms of agreement by way of this decision and the Monetary Order that accompanies it.

Settlement Agreement

I raised the possibility of settlement 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 explained to the parties that settlement discussions are voluntary, that if they chose not to discuss settlement I would make a final and binding decision on the matter, and that if they chose to discuss settlement and did not come to an agreement, that I would make a final and binding decision on the matter. I advised the parties that if they did come to an agreement, I would write out this agreement in my written decision and make any necessary orders. I also explained that the written decision would become a

final and legally binding agreement. The parties did not have questions about discussing a settlement when asked.

The parties reached the following full and final settlement agreement during the hearing:

1. The Landlord shall pay to the Tenants the sum of \$509.15 by e-transfer to the bank account of Tenant D.O. after the hearing concludes.
2. The parties agreed that fulfilment of these conditions would amount to full and complete satisfaction of any amounts owing. Both parties are now precluded from filing any other Application for Dispute Resolution against the other party with respect to this tenancy.

I have accepted and recorded the settlement agreement reached by the parties during this hearing and I make the term(s) an Order to be binding upon both parties.

If condition one is not satisfactorily complied with, the Tenants are granted a Monetary Order in the amount of **\$509.15**. This Order is enforceable only if the Landlord fails to comply with the payment requirements set forth in the settlement above. The Order must be served on the Landlord by the Tenants. 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.

Conclusion

The parties reached a full and final settlement agreement in resolution of their disputes. I have recorded the terms of settlement in this decision and in recognition of the settlement agreement I provide the Tenants with a conditional Monetary Order in the amount of **\$509.15** to serve and enforce upon the Landlord, if necessary.

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: June 14, 2018

Residential Tenancy Branch