



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes            MNDCT, FFT

### Introduction

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

- a monetary order for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* or tenancy agreement, pursuant to section 67; and
- authorization to recover the filing fee for this application, pursuant to section 72.

"Tenant KS" and "tenant SF" did not attend this hearing, which lasted approximately 43 minutes. Tenant RF ("tenant"), the landlord and the landlord's agent 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 represented tenant KS and tenant SF as an agent at this hearing (collectively "tenants"). The landlord's agent confirmed that he had permission to speak on the landlord's behalf at this hearing.

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.

At the outset of the hearing, both parties agreed that they attended a "previous hearing" before me on January 12, 2018, after which a settlement decision ("previous settlement") of the same date was issued. The file number for the previous hearing appears on the front page of this decision.

### Settlement Terms

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 and orders. During the hearing, the parties discussed the

issues between them, turned their minds to compromise and achieved a resolution of their dispute and arising out of this tenancy.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time and arising out of this tenancy:

1. The tenants agreed to forego the remainder of the rent reimbursement of \$700.00 as per condition #5 of the previous settlement as well as 50% reimbursement for gas bills as per condition #4 of the previous settlement, due to the tenants from the landlord;
2. The tenants agreed to bear their own cost for the \$100.00 filing fee paid for this 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. The landlords agreed that this settlement agreement constitutes a final and binding resolution of any issues arising out of this tenancy;
5. Both parties agreed that they will not initiate any future claims or applications against each other at the Residential Tenancy Branch, with respect to any issues arising out of this tenancy.

These particulars comprise the 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 terms, free of any duress or coercion. Both parties affirmed that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute and arising out of this tenancy.

### Conclusion

The tenants must bear their own cost for the \$100.00 filing fee paid for this 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: June 20, 2018

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Residential Tenancy Branch