



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding YIZZ HOLDING INC.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDCT, FFT

September 26, 2018, the Tenants submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (the “Act”) requesting a Monetary Order for damages, and to recover the cost of the filing fee. The matter was set for a participatory hearing via conference call.

The Landlord’s Agent (the “Landlord”) and the Tenants attended the hearing and provided affirmed testimony. They were provided the opportunity to present their relevant oral, written and documentary evidence and to make submissions at the hearing. The Tenants testified that they received the Landlord’s documentary evidence; however, were unable to prove that the Landlord received their, the Tenants, documentary evidence. The parties agreed to address the admissibility of the Tenants’ documentary evidence during the hearing, if required.

Preliminary Matters

Section 63 of the Act allows an Arbitrator to 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 include an Order. Accordingly, I assisted the parties to resolve this dispute by helping them negotiate terms for a Settlement Agreement with the input from both parties.

Settlement Agreement

The Landlord and Tenants confirmed during the hearing that this agreement was made voluntarily and that it was made in full satisfaction of the Tenants' Application.

1. The Landlord agreed to provide the Tenants \$1,275.00, in compensation.
2. This Application is now closed.

This agreement was summarized for the parties on two occasions and all parties in attendance at the hearing indicated that they agreed to resolve this dispute under these terms. The Landlord and the Tenants both acknowledged that they understood they were not required to enter into this agreement and that they understood the agreement was final and binding.

As the Tenants' issues were addressed by settlement, I make no award for the recovery of the filing fee.

Conclusion

The above Settlement Agreement is made in full satisfaction of the Tenants' Application.

As discussed with parties during the hearing, to give effect to the settlement reached between them, I issue the attached Monetary Order to be used by the Tenants only if the Landlord fails to pay the compensation, in the amount of \$1,275.00. The Tenants are provided with this Order in the above terms and the Landlord must be served with this Order in the event that the Landlord does not pay the compensation amount as agreed to in the Settlement Agreement. Should the Landlord fail to comply with this Order, this Order may be filed with the Province of British Columbia Small Claims Court and enforced 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 *Residential Tenancy Act*.

Dated: January 24, 2019

Residential Tenancy Branch