



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCT, FFT

Introduction

On November 29, 2018, the Tenants made an Application for Dispute Resolution seeking a Monetary Order for compensation for a loss suffered pursuant to Section 67 of the *Residential Tenancy Act* (the “*Act*”) and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

This Application was set down for a hearing on March 25, 2019 and was subsequently adjourned to be heard on April 5, 2019 as there was not enough time to complete the hearing initially.

The Tenants attended the adjourned hearing, with M.F. and A.M. appearing as counsel for the Tenants. The Landlord attended the adjourned hearing with T.N. appearing as a Landlord/owner as well. All parties provided a solemn affirmation.

All parties were given an opportunity to be heard, to present sworn testimony, and to make submissions. I have reviewed all oral and written submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

- Are the Tenants entitled to a Monetary Order for compensation?
- Are the Tenants entitled to recover the filing fee?

Background and Evidence

Both parties agreed that the original tenancy started on December 1, 2013; however, the Landlord purchased the property in March of 2016. The tenancy ended when the Tenants vacated the rental unit on February 28, 2017. Rent was established at \$805.00 per month due on the first day of each month. A security deposit of \$387.50 was also paid.

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 *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 **\$1,006.25**.
2. The parties agreed that fulfilment of these conditions would amount to full and complete satisfaction of any amounts owing. Both parties understood that they 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 **\$1,006.25**. 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 **\$1,006.25** 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: April 8, 2019

Residential Tenancy Branch