



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding ORCA REALTY  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      PSF FFT

### Introduction

On May 24, 2019, a hearing was held to address the tenants' application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- an Order for the landlord to provide services or facilities required by the tenancy agreement pursuant to section 62 of the *Act*; and
- recovery of the filing fee for this application from the landlord pursuant to section 72 of the *Act*.

During the course of the hearing, the parties entered into settlement negotiations, however the landlord's agents requested an adjournment of the proceedings in order to confer with the rental property owners on a potential settlement agreement.

Therefore, it was agreed by both parties to adjourn this hearing to a later date to allow the parties to come to a mutually agreeable settlement of their dispute.

The parties were given specific instructions that no amendment or cross applications were permitted by either party, and that no further evidence was permitted to be submitted by either party.

The reconvened hearing was held on July 11, 2019 resulting in this Settlement Decision. The tenant S.F. attended and spoke on behalf of both tenants. Landlord's agents J.J. and P.V. attended and spoke on behalf of the corporate property manager and landlord. This Settlement Decision is to be read in conjunction with the Interim Decision dated May 24, 2019.

### Analysis

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 or an order. In this matter, the parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute which is documented below.

Both parties agreed to the following final and binding settlement of the issue currently under dispute at this time:

1. The landlord agreed to make payment to the tenants in the amount of \$2,500.00 to be paid by electronic funds transfer to the tenants' bank account by no later than 5:00 p.m. on July 19, 2019.
2. The tenants will not be held responsible for performing any cleaning of the rental property at the end of the tenancy.
3. Both parties agreed that the terms of this settlement as outlined above constitute a final and binding resolution of the tenants' application for dispute resolution filed on April 7, 2019. As such, the tenants' application is dismissed in its entirety.
4. The parties agreed to the terms of this settlement free of any duress or coercion.

The parties are still bound by all of the rights, responsibilities, terms, conditions and any statutory compensation provisions of the tenancy agreement, the *Act*, and the associated regulations.

### Conclusion

To give effect to the settlement reached between the parties and as advised to both parties during the hearing, I issue to the tenants the attached Monetary Order to be served on the landlord by the tenants ONLY if the landlord fails to pay the tenants per the terms of the settlement agreement. Should the tenants be required to serve this Order on the landlord, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court. If the landlord only makes a partial payment and not the total amount, this partial payment must be accounted for if the tenants are enforcing the Monetary Order.

The tenants' application for dispute resolution dated April 7, 2019 is dismissed in its entirety.

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: July 11, 2019

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Residential Tenancy Branch