



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCT, LRE

Introduction

This hearing was scheduled in response to the tenants' application pursuant to the *Residential Tenancy Act* (the "Act") for:

- a monetary order for damage or compensation pursuant to section 67 of the *Act*.
- an order to suspend or restrict the landlord's right of entry into the rental unit pursuant to section 70 of the *Act*.

Both parties, the landlords and tenants 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 landlords confirmed receipt of the tenants' application for Dispute Resolution and receipt of their evidentiary package after it was posted in their mailbox.

The tenants confirmed receipt of the landlord's evidentiary package after it was sent to the tenants by way of Canada Post mail. As neither party raised an issue on service of documents, I find that both parties were served, and this satisfies the service requirements set out in sections 88 and 89 of the *Act*.

Issues to be Decided

- Are the tenants entitled to a monetary order for damage or compensation pursuant to section 67 of the *Act*?
- Are the tenants entitled to an order to suspend or restrict the landlord's right of entry into the rental unit pursuant to section 70 of the *Act*.

Settlement

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.

During the hearing the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute. The agreement was read over to the parties twice to ensure that they understood the settlement.

The parties agreed to the following final and binding settlement:

1. The tenants agree to purchase a washing machine for the sum of \$150.00 from craigslist or a similar website. The \$150.00 payment for the washing machine will be deducted from the August 2020 monthly rent.
2. The landlords agree that they will provide the tenants 24 hours notice by email to enter the rental unit. The tenant RP will ensure that he is not in the rental unit during the visit to avoid any tension between the parties.
3. The landlords agree to repair the hole in the wall which is located in the front living room.

Both parties gave verbal sworn affirmation at the hearing that they understood and agreed to the above terms as legal, final and binding, which settle all aspects of this dispute.

The landlords and tenants affirmed that they understood that the above terms are legal, final, binding and enforceable.

Conclusion

This settlement agreement was reached in accordance with section 63 of the *Act*. The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the *Act*. Should either party violate the terms of this agreement, the tenancy agreement or the *Act*, it is open to the other party to take steps under the *Act* for an appropriate remedy.

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 23, 2020

Residential Tenancy Branch