



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding DEVON PROPERTIES and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDCT, OLC, FFT

On April 5, 2020, the Tenants submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (the “Act”) requesting a Monetary Order for damages, an order for the Landlord to comply with the Act and to recover the cost of the filing fee. The matter was set for a participatory hearing via conference call.

The Tenants and the representatives for the Landlord 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 parties testified that they exchanged the documentary evidence that I have before me.

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 and the Tenants mutually agree to end the tenancy on October 31, 2020.
2. The Landlord agrees that the Tenants can give 30 days notice to end their tenancy before October 31, 2020, without penalty.
3. The Landlord agrees to pay the Tenants \$3,000.00 in compensation for damages in relation to this Application. The sum will be paid in two installments; the Landlord will make a \$1,500.00 payment to the Tenants within 15 days of receiving this Decision; and, a second installment of \$1,500.00, due within 15 days of the Tenants’ last day of tenancy.

4. The Landlord agrees to provide the Tenants a reference letter if requested.
5. All parties agree that this Settlement Agreement is made in full satisfaction of the Tenants' Application and the 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 for compensation, in the amount of \$3,000.00. 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 fails to pay the Tenants the total 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: July 15, 2020

Residential Tenancy Branch