



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCT, OLC

Introduction

On July 6, 2020, the Tenants made an Application for Dispute Resolution seeking an Order to comply pursuant to Section 62 of the *Residential Tenancy Act* (the “Act”) and seeking a Monetary Order for compensation pursuant to Section 67 of the *Act*.

The Tenants and the Landlords attended the hearing. All in attendance provided a solemn affirmation.

The Tenants advised that they served each Landlord a Notice of Hearing and evidence package by registered mail on July 10, 2020, and the Landlords confirmed receiving these packages. Based on this undisputed testimony, I am satisfied that the Landlords were served the Notice of Hearing and evidence packages.

The Landlords advised that they served their evidence to the Tenants by registered mail on July 27, 2020, and the Tenants confirmed receiving this on July 28, 2020. As this evidence was served in accordance with the timeframe requirements of Rule 3.15 of the Rules of Procedure, I have accepted the Landlords’ evidence and will consider it when rendering this Decision.

Issue(s) to be Decided

- Are the Tenants entitled to an Order to comply?
- Are the Tenants entitled to a Monetary Order for compensation?

Background and Evidence

While I have turned my mind to the accepted documentary evidence and the testimony of the parties, not all details of the respective submissions and/or arguments are reproduced here.

All parties agreed that the tenancy started on December 27, 2019, that rent was currently established at \$2,998.00 per month, and that it was due on the first day of each month. A security deposit of \$1,499.00 was also paid. A copy of the written tenancy agreement was submitted as documentary evidence.

The parties provided submissions with respect to entry into the rental unit; however, as both parties were dissatisfied with the tenancy, they 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 conditional 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 Tenants will maintain possession of the rental unit until **September 1, 2020 at 1:00 PM**.
2. The Tenants must pay to Landlords the sum of **\$1,998.00** for July 2020 rent and **\$2,998.00** for August 2020 rent.
3. The parties agreed that fulfilment of these conditions would amount to full and complete satisfaction of this dispute.

This settlement agreement was reached in accordance with Section 63 of the *Act*. The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that they understood the binding nature of this full and final settlement of these disputes. As well, the parties agreed that that no further Applications can be made against either party after the end of the tenancy, with the exception of any Application in relation to the security deposit.

If condition one is breached, the Landlords are provided with a conditional Order of Possession effective **September 1, 2020 at 1:00 PM** after service of this Order on the Tenants.

If condition two is breached, the Landlords are provided with a conditional Monetary Order in the amount of **\$4,996.00**.

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, the Landlords are provided with a formal copy of a conditional Order of Possession effective at **1:00 PM on September 1, 2020 after service of this Order** on the Tenants. Should the Tenants or any occupant on the premises fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

The Landlords are provided with a conditional Monetary Order in the amount of **\$4,996.00** to serve and enforce upon the Tenants, if necessary. The Order must be served on the Tenants by the Landlord. Should the Tenants 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.

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: August 7, 2020

Residential Tenancy Branch