



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL, FFL

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Landlords on July 02, 2020 (the “Application”). The Landlords applied to recover unpaid rent and for reimbursement of the filing fee.

The Landlord appeared at the hearing with M.P. The Landlord appeared for the second Landlord. The Tenant appeared at the hearing and appeared for the second Tenant.

The Landlord and M.P. confirmed the Landlords are seeking \$4,158.00 in unpaid rent for partial unpaid rent from April to July of 2020. The Landlord and M.P. confirmed the Landlords are seeking reimbursement of the filing fee. The Landlord and M.P. confirmed the Landlords are not seeking further amounts in this matter. The Landlord and M.P. confirmed they are not seeking any orders about the security deposit because the Tenants agreed to the Landlords keeping the security deposit. The Tenant confirmed the Tenants agreed to the Landlords keeping the security deposit.

I explained the hearing process to the parties and answered their questions in this regard. The parties provided affirmed testimony.

Both parties submitted evidence prior to the hearing. I addressed service of the hearing package and evidence.

The Tenant confirmed receipt of the hearing package and Landlords’ evidence. The Tenant did not raise any issues in this regard.

The Landlord testified that he did not receive the Tenants’ evidence. The Tenant testified that he emailed his evidence to the Landlord on October 15, 2020. A copy of this email was not before me.

I told the parties I would make a decision about admissibility of the Tenants' evidence in my written decision. However, the parties came to a settlement agreement and therefore I do not find it necessary to decide the admissibility of the Tenants' evidence as I have not considered any evidence in this matter.

A written tenancy agreement was submitted as evidence. There was no issue that there was a tenancy agreement between the parties in relation to the rental unit. The Landlord testified that the Tenants vacated the rental unit August 01, 2020. The Tenant testified that the Tenants vacated July 31, 2020.

During the hearing, I raised the possibility of settlement pursuant to section 63(1) of the *Residential Tenancy Act* (the "Act") which allows an arbitrator to assist the parties to settle the dispute.

I explained the following to the parties. Settlement discussions are voluntary. If they chose not to discuss settlement that was fine, I would hear the matter and make a final and binding decision. If they chose to discuss settlement and did not come to an agreement that was fine, I would hear the matter and make a final and binding decision. If they discussed settlement and did come to an agreement, I would write out the agreement in my written decision. The written decision would become a final and legally binding agreement and the parties could not change their mind about it later.

The parties agreed to discuss settlement.

Prior to ending the hearing, I confirmed the terms of the settlement agreement with the parties. I confirmed all issues had been covered. The parties confirmed they were agreeing to the settlement voluntarily and without pressure.

Settlement Agreement

The Landlords and Tenants agree as follows:

1. The Tenants will pay the Landlords \$1,520.00 for unpaid rent.

This agreement is fully binding on the parties and is in full and final satisfaction of this dispute.

The Landlords are issued a Monetary Order for \$1,520.00. If the Tenants do not pay the Landlords \$1,520.00 in accordance with the above agreement, this Order must be

served on the Tenants. If the Tenants do not comply with the Order, it may be filed in the Provincial Court (Small Claims) 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 *Act*.

Dated: October 26, 2020

Residential Tenancy Branch