



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCL, MNRL, MNDL-S, FFL

Introduction

This hearing dealt with an Application for Dispute Resolution (the Application) that was filed by the Landlords under the *Residential Tenancy Act* (the Act), seeking:

- Compensation for monetary loss or other money owed;
- Recovery of unpaid rent;
- Compensation for damage caused by the Tenants, their pets, or their guests to the unit, site, or property; and
- Recovery of the filing fee

The hearing was convened by telephone conference call and was attended by the Landlords and the Tenants. All parties provided affirmed testimony. The Tenants acknowledged receipt of the Notice of Dispute Resolution Proceeding (NODRP), which includes a copy of the Application and the Notice of Hearing, from the Landlords and stated that they have no concerns with regards to the date or method of service for the NODRP. I advised the parties that pursuant to rule 6.11 of the Residential Tenancy Branch Rules of Procedure (the Rules of Procedure) they are prohibited from recording the proceedings except as allowable under rule 6.12 and all parties confirmed that they were not recording the proceedings.

Preliminary Matters

At the outset of the hearing, I confirmed the names of the parties present, at which time the Tenant C.H. indicated that there had been an error in the recording of their name on the NODRP. The Tenant indicated that their given name and their surname had been reversed. There was no disagreement from the Landlords that this administrative error had occurred in the filing of their Application. The name of the Tenant as it appears on the NODRP, the Application, and therefore this decision and the associated Monetary Order, was amended accordingly to reflect the correct order of the Tenant's given name and surname.

Settlement

The opportunity for settlement was discussed with the parties during the hearing. The parties were advised on several occasions during the hearing that there is no obligation to resolve the dispute through settlement, but that pursuant to section 63 of the *Act*, I could assist the parties to reach an agreement, which would be documented in my Decision and supporting Order.

During the hearing, the parties mutually agreed to settle this matter as follows:

1. The parties agree that the Landlords may retain the \$950.00 in deposits paid to them by the Tenants.
2. The Tenants agree to pay the Landlords \$1,462.80 as soon as possible and not later than 11:59 P.M (Pacific Time) on January 31, 2022.
3. The parties agree that this settlement agreement constitutes full and final settlement of all matters between them in relation to this Application, the tenancy agreement between them, and the *Act*.

This settlement agreement was reached in accordance with section 63 of the *Act*.

Conclusion

I order the parties to comply with the terms of the mutually settled agreement described above.

In support of the settlement described above, and with the agreement of the parties, I grant the Landlords a Monetary Order in the amount of \$1,462.80. Should the Tenants fail to comply with the payment terms set out in this settlement agreement, this Order, may be served on the Tenants, filed in the Small Claims Court of British Columbia, 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: September 9, 2021

Residential Tenancy Branch