



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      ET, FFL

### Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("Act") for:

- an early end to tenancy and an order of possession, pursuant to section 56; and
- authorization to recover the \$100.00 filing fee paid for this application, pursuant to section 72.

"Tenant CS" did not attend this hearing, which lasted approximately 19 minutes from 9:30 a.m. to 9:49 a.m. The landlord and two of the three tenants, tenant SM ("tenant") and "tenant DM," 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 landlord, the tenant, and tenant DM confirmed their names and spelling. The landlord and the tenant provided their email addresses for me to send this decision to both parties after the hearing.

The landlord confirmed that she owns the rental unit. She provided the rental unit address.

The tenant and tenant DM confirmed that they had permission to represent "tenant CS," the third tenant-respondent named in this application, at this hearing (collectively "tenants").

Rule 6.11 of the Residential Tenancy Branch ("RTB") *Rules of Procedure* does not permit recording of this hearing by any party. At the outset of this hearing, the landlord, the tenant, and tenant DM all separately affirmed, under oath, that they would not record this hearing.

I explained the hearing and settlement processes to both parties. Both parties had an opportunity to ask questions. Neither party made any adjournment or accommodation requests. Both parties confirmed that they were ready to proceed with this hearing and they wanted to settle this application.

### Settlement Terms

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 and orders. During the hearing, the parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute and arising out of this tenancy.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time and arising out of this tenancy:

1. The landlord agreed that the tenants vacated the rental unit, the landlord took back possession of the rental unit and changed the locks, and the landlord does not require an order of possession against the tenants;
2. The landlord agreed to return the tenants' entire security deposit of \$925.00 to the tenants by June 24, 2022, by way of e-transfer to the tenant's email address, which was confirmed by both parties during this hearing;
3. The landlord agreed to pay the tenants \$7,000.00 by June 27, 2022, by way of e-transfer to the tenant's email address, which was confirmed by both parties during this hearing;
4. The tenants agreed that they will not pursue any criminal charges against the landlord and they will inform their lawyer and the police of same;
5. The landlord agreed to bear the cost of the \$100.00 filing fee paid for this application;
6. The landlord agreed that this settlement agreement constitutes a final and binding resolution of her application at this hearing and any issues arising out of this tenancy;
7. Both parties agreed that they will not initiate any future claims or applications against each other, with respect to any issues arising out of this tenancy.

These particulars comprise the full and final settlement of all aspects of this dispute and arising out of this tenancy. Both parties affirmed at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties affirmed that they understood and agreed that the above terms are legal, final, binding, and enforceable, which settle all aspects of this dispute and arising out of this tenancy.

The terms and consequences of the above settlement were reviewed in detail, with both parties during this hearing. Both parties had opportunities to ask questions and to negotiate and discuss the settlement terms in detail. The tenant and tenant DM both confirmed that they had permission to make this agreement on behalf of tenant CS at this hearing.

### Conclusion

I order both parties to comply with all of the above settlement terms.

In order to implement the above settlement and as discussed with both parties during this hearing, I issue a monetary Order in the tenants' favour in the amount of \$7,925.00. I deliver this Order to the tenant(s) in support of the above agreement for use **only** in the event that the landlord fails to pay the tenant(s) \$7,925.00 as per conditions #2 and #3 of the above agreement. The landlord must be served with a copy of this Order. Should the landlord 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.

The landlord must bear the cost of the \$100.00 filing fee paid for this application.

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 24, 2022

---

Residential Tenancy Branch