



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL-S, MNDCL-S

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Landlords on May 02, 2022 (the “Application”). The Landlords applied as follows:

- To recover unpaid rent
- To keep the security and pet damage deposits
- For compensation for monetary loss or other money owed

The Landlords appeared at the hearing with S.V. The Tenant appeared at the hearing with J.K., their Legal Advocate. I explained the hearing process to the parties. I told the parties they are not allowed to record the hearing pursuant to the Rules of Procedure (the “Rules”). The parties provided affirmed testimony.

The Landlords submitted evidence prior to the hearing. The Tenant did not submit evidence. I addressed service of the hearing package and Landlords’ evidence and there were no service issues, other than in relation to an Affidavit of Service which I have not considered.

A written tenancy agreement was submitted as evidence and the parties agreed it is accurate. The parties agreed the tenancy ended August 03, 2021.

During the hearing, the Legal Advocate raised the possibility of settlement. Given this, I explained the settlement option to the parties 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 to the parties that settlement discussions and agreements are voluntary. I explained to the parties that, if they came to an agreement, I would write this out in my written decision which would become a final and legally binding agreement. I explained to the parties that I would issue a Monetary Order if money was going to change hands. The parties discussed settlement and came to the below agreement. I confirmed the terms of the settlement agreement with the parties. I confirmed all issues had been covered. The parties confirmed they are agreeing to the settlement voluntarily.

Settlement Agreement

The Landlords and Tenant agree as follows:

1. The Tenant will pay the Landlords \$1,500.00 by July 31, 2022, via the Landlords' Address for Service noted on the front page of this decision.
2. The Landlords can keep the \$250.00 security deposit and \$250.00 pet damage deposit.
3. The Tenant can be served at the Tenant's Address for Service noted on the front page of this decision.
4. This settlement agreement settles all claims between the parties in relation to this tenancy. Neither party will file further Applications for Dispute Resolution with the RTB in relation to this tenancy.

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

The Landlords are issued a Monetary Order in the amount of \$1,500.00. If the Tenant does not comply with the settlement agreement, this Order must be served on the Tenant. If the Tenant does 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: June 27, 2022

Residential Tenancy Branch