



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      **OPT, FFT**

### Introduction

The words tenant and landlord in this decision have the same meaning as in the *Residential Tenancy Act*, (the "Act") and the singular of these words includes the plural.

This hearing dealt with an application filed by the tenant pursuant the *Residential Tenancy Act* (the "Act") for:

- An order of possession to the tenant(s), pursuant to section 54; and
- Authorization to recover the filing fee from the other party pursuant to section 72.

Both the landlords and both the tenants attended the hearing. As all parties were present, service of documents was confirmed. The landlords acknowledged service of the tenants' Notice of Dispute Resolution Proceedings package and stated they had no concerns with timely service of documents.

The parties were informed at the start of the hearing that recording of the dispute resolution is prohibited under the Rule 6.11 of the Residential Tenancy Branch Rules of Procedure ("Rules") and that if any recording was made without my authorization, the offending party would be referred to the RTB Compliance Enforcement Unit for the purpose of an investigation and potential fine under the Act.

Each party was administered an oath to tell the truth and they both confirmed that they were not recording the hearing.

### Settlement Reached

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 or an order. During the hearing the parties discussed the issues between them, turned their minds to compromise and achieved the following resolution of their dispute.

1. The parties mutually agree that the tenancy ends as of August 2, 2022, the date of today's dispute resolution hearing.
2. The tenants confirmed that their forwarding addresses are the addresses provided on the Notice of Dispute Resolution Proceedings for today's hearing.
3. The landlords acknowledge they were provided with the tenants' forwarding addresses as of August 2, 2022.
4. The landlords agree to return the tenants' rent for the month of July 2022 in the amount of \$1,100.00.
5. The landlords are put on notice that they have 15 days from today's date to either file an application for dispute resolution to retain the tenants' security deposit or to return the tenants' security deposit in full pursuant to section 38 of the Act.

Both parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute. As the parties resolved matters by agreement, I make no findings of fact or law with respect to the application before me.

The recovery of the filing fee is at the sole discretion of the arbitrator pursuant to section 72 of the Act. I find that the tenants were not successful in their application and as such, I decline to award the filing fee to the tenants.

### Conclusion

In order to implement the above settlement reached between the parties and as discussed with them at the hearing, I issue a monetary Order in the tenants' favour in the amount of \$1,100.00.

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 02, 2022

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Residential Tenancy Branch