



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNSD, OLC, DRI

Introduction:

This hearing was convened in response to an Application for Dispute Resolution filed by the Tenants in which the Tenants applied for a monetary Order for money owed or compensation for damage or loss, to dispute a rent increase and for an Order requiring the Landlords to comply with the *Residential Tenancy Act (Act)* and/or the tenancy agreement.

The male Tenant stated that on July 29, 2022 the Dispute Resolution Package was sent to each Landlord, via registered mail. The Landlords acknowledged receipt of these documents.

On July 15, 2022 the Tenants submitted evidence to the Residential Tenancy Branch. The male Tenant stated that this evidence was served to the Landlords, via registered mail, on July 29, 2022. The female Landlord stated that this evidence was received, although they did not receive the bank statement until approximately 1.5 weeks ago when it was provided to them by the Residential Tenancy Branch. The female Landlord stated that they have had sufficient time to consider the bank statement and they do not require an adjournment for the purposes of considering that document. As the Landlords acknowledge receipt of the evidence, it was accepted as evidence for these proceedings.

In November of 2022 the Landlords submitted evidence to the Residential Tenancy Branch. The female Landlord stated that this evidence was served to the Tenants, via registered mail, on November 22, 2022. The Tenants acknowledged receiving this evidence and it was accepted as evidence for these proceedings.

Each participant affirmed that they would speak the truth, the whole truth, and nothing but the truth during these proceedings.

The participants were advised that the Residential Tenancy Branch Rules of Procedure prohibit private recording of these proceedings. Each participant affirmed they would not record any portion of these proceedings.

Issue(s) to be Decided:

Has there been a rent increase that does not comply with the *Act*?

Is there a need to issue an Order requiring the Landlords to comply with the *Act*?

Are the Tenants entitled to recover a rent increase and/or because the Landlord threatened them with eviction?

Background and Evidence:

After discussing some of the terms of the tenancy, the Landlords and the Tenants mutually agreed to settle all issues in dispute at these proceedings under the following terms:

- The Tenants will withdraw all claims made in their Application for Dispute Resolution; and
- Neither party will pursue any other claims in regard to this tenancy.

The aforementioned settlement agreement was summarized for the parties on at least two occasions. The Landlords and the Tenants clearly indicated their intent to resolve this dispute under these terms.

The Landlords and the Tenants each acknowledged that they understand they were not required to enter into this agreement and that they were doing so voluntarily.

The Landlords and the Tenants each acknowledged that they understood the agreement was final and binding.

As the parties were able to reach a settlement agreement, the details of the terms of the tenancy that were discussed during the hearing are not being recorded here.

Analysis:

All issues in dispute at these proceedings have been settled in accordance with the

aforementioned settlement agreement.

Conclusion:

All issues in dispute at these proceedings have been settled in accordance with the terms recorded above.

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: December 09, 2022

Residential Tenancy Branch