



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

### Dispute Codes      MNETC, FFT

This hearing dealt with two applications pursuant to the *Residential Tenancy Act* (the “**Act**”). Tenant SO and RH’s application for:

- a monetary order for \$20,280 representing 12 times the amount of monthly rent, pursuant to sections 51(2) and 62 of the Act; and
- authorization to recover the filing fee for this application from the landlords pursuant to section 72.

And tenant TE and KAS’s application for:

- a monetary order for \$22,200 representing 12 times the amount of monthly rent, pursuant to sections 51(2) and 62 of the Act; and
- authorization to recover the filing fee for this application from the landlords pursuant to section 72.

This matter was reconvened from a prior hearing of tenant TE and KAS’s application on November 7, 2022. I issued an interim decision setting out the reasons for the adjournment on that same day (the “**Interim Decision**”). This decision should be read in conjunction with the Interim Decision.

The tenants attended the hearing. Landlord SS attended the hearing and was assisted by his realtor TC. TC also appear on behalf of the corporate landlord. All were given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. The landlord called one witness and the tenants called two witnesses.

At the outset of the hearing, tenant KAS advised me that she had neglected to include her first name (“K”) on the application. Accordingly, I order the application be amended to include her first name.

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.

After concluding their submissions, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of all issues currently under dispute:

1. TC and landlord SS will pay tenants SO and RH \$9,000 as follows:
  - a. \$3,000 on or before December 15, 2022; and
  - b. \$6,000 on or before March 30, 2023.
2. TC and landlord SS will pay tenants TE and KS \$9,000 as follows:
  - a. \$3,000 on or before December 15, 2022; and
  - b. \$6,000 on or before March 30, 2023.
3. These payments will be made by e-transfer, to the email addresses set out on the cover of this decision.

These particulars comprise the full and final settlement of all aspects of this dispute. The parties gave verbal affirmation at the hearing that they understood and agreed to the above terms as legal, final, and binding, which settle all aspects of this dispute between.

I cautioned TC that she was not a party to this application, and confirmed that she understood that, in the event the parties did not settle, I would not issue any monetary order against her personally. She stated that she understood this and understood that these settlement agreements would cause her to be personally liable.

### **Conclusion**

As the parties have reached a settlement, I make no factual findings about the merits of this application.

To give effect to the settlement reached between the parties, and as discussed at the hearing, I issue the attached two monetary orders (one for each application) ordering SS and TC to pay the tenants as indicated 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 13, 2022

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Residential Tenancy Branch