



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCT, FFT

Introduction

On January 3, 2023, the Tenants applied for dispute resolution under the *Residential Tenancy Act* (“the Act”) seeking compensation for money owed or damage or loss under the Act, Regulation, or tenancy agreement.

The matter was scheduled as a teleconference hearing. The Landlord/ purchaser of the rental property and the Tenants were present at the hearing. The Landlord was assisted by legal counsel. At the start of the hearing, I introduced myself and the participants.

The hearing process was explained. The parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to present affirmed oral testimony and to make submissions during the hearing. The parties confirmed that they exchanged the documentary evidence before me.

Settlement Agreement

During the hearing, the Tenants and Landlord/ purchaser of the rental property agreed to settle this dispute, on the following terms and conditions:

1. The parties agreed that the Landlord/ purchaser will pay a lump sum amount of \$8,000.00 to the Tenants on or before February 10, 2023.
2. The parties agree that the Tenants will be issued a monetary order in the amount of \$8,000.00 and that the Tenants will not enforce the monetary order unless the Landlord / purchaser fails to pay the Tenants in accordance with this settlement agreement.

3. The parties agreed that the Tenants have withdrawn their application for compensation of \$16,400.00 in full as part of this mutually settled agreement.
4. The parties agreed that they will make no further claims against each other regarding the tenancy as part of this mutually settled agreement.

This settlement agreement was reached in accordance with section 63 of the *Act*. The opportunity for settlement was discussed with the parties during the hearing. The parties were advised there is no obligation to resolve the dispute through settlement, but that I could assist the parties to reach an agreement. I indicated that if either party did not wish to resolve this matter through a mutually agreed settlement, I was prepared to hear their evidence and make a decision.

Conclusion

I order the parties to comply with the terms of their mutually settled agreement described above.

The Tenants have been granted an monetary order for \$8,000.00 and will not enforce the monetary order unless the Landlord / purchaser fails to pay the Tenants in accordance with this settlement agreement.

This decision is final and binding on the parties, unless otherwise provided under the *Act*, and 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: February 03, 2023

Residential Tenancy Branch