



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL, MNDCL, FFL / MNDCT, OLC, FFT

This hearing dealt with two applications pursuant to the *Residential Tenancy Act* (the “Act”). The landlords’ application for:

- a monetary order for unpaid rent and for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement in the amount of \$3,630 pursuant to section 67; and
- authorization to recover the filing fee for this application from the tenants pursuant to section 72.

And the tenants’ application for:

- an order requiring the landlords to comply with the Act, regulation or tenancy agreement pursuant to section 62;
- a monetary order for compensation for damage or loss under the Act, regulation or tenancy agreement in the amount of \$17, 281.99 pursuant to section 67; and
- authorization to recover the filing fee for this application from the landlords pursuant to section 72.

The tenant MS attended the hearing. The landlords were represented at the hearing by three agents.

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, 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. The parties withdraw their respective applications.
2. The tenants must provide the landlords with a photograph of their current pet cat and the following information: its name, breed, and weight. The landlords will keep this information confidential.
3. The tenants confirm that a pet does not reside in unit 102 of the residential property.
4. The landlords consent to the tenants keeping their current pet cat in unit 101.
5. The tenants must obtain the landlords’ written consent before allowing any other pets or animal to stay in either rental unit.

6. The parties agree that parking is not included in the monthly rent for either of the tenants' rental units.
7. The tenants will move their vehicle from the residential property's parking lot by February 6, 2022 at 11:59 pm.
8. The tenants may submit a parking application to the landlords for their consideration.

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 them.

Conclusion

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

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: February 6, 2023

Residential Tenancy Branch