



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDL, FFL; MNETC, FFT

Introduction

This hearing dealt with the landlord's application, filed on September 15, 2022, pursuant to the *Residential Tenancy Act* ("Act") for:

- a monetary order of \$8,000.00 for damage to the rental unit, pursuant to section 67; and
- authorization to recover the \$100.00 filing fee paid for his application, pursuant to section 62.

This hearing also dealt with the tenants' application, filed on August 7, 2022, pursuant to the *Act* for:

- a monetary order of \$14,760.00 for compensation because their tenancy ended as a result of a Four Month Notice to End Tenancy for Demolition or Conversion of a Rental Unit, dated April 9, 2022, and effective September 1, 2022 ("4 Month Notice"), and the landlord has not complied with the *Act* or used the rental unit for the stated purpose, pursuant to section 51; and
- authorization to recover the \$100.00 filing fee paid for their application, pursuant to section 62.

The landlord, the landlord's agent, the two tenants, tenant AW ("tenant") and "tenant FP," and tenant FP's agent attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

This hearing lasted approximately 39 minutes from 1:30 p.m. to 2:09 p.m.

All hearing participants confirmed their names and spelling. The landlord's agent and the tenant provided their email addresses for me to send copies of this decision to both parties after the hearing.

The landlord confirmed that he owns the rental unit. He said that his agent had permission to represent him and identified him as the primary speaker. The landlord's agent provided the rental unit address.

The tenant identified himself as the primary speaker for the tenants. Tenant FP agreed to same. Tenant FP confirmed that she has difficulty speaking and has to speak slowly, due to a medical condition. She affirmed that her agent had permission to assist her and speak on her behalf.

Rule 6.11 of the Residential Tenancy Branch ("RTB") *Rules of Procedure* ("*Rules*") does not permit recordings of any RTB hearings by any participants. At the outset of this hearing, all hearing participants separately affirmed, under oath, that they would not record this hearing.

I explained the hearing and settlement processes, and the potential outcomes and consequences, to both parties. I informed them that I could not provide legal advice to them or represent them as their agent or advocate. Both parties had an opportunity to ask questions, which I answered. Neither party made any adjournment or accommodation requests.

Both parties affirmed that they were ready to proceed with this hearing and they wanted to settle the tenants' application.

At the outset of this hearing, the landlord's agent affirmed that the landlord did not want to pursue his application against the tenants. I informed him and the landlord that the landlord's entire application was dismissed without leave to reapply. The landlord's agent affirmed his understanding of same.

The landlord's agent confirmed receipt of the tenants' application for dispute resolution hearing package. In accordance with section 89 of the *Act*, I find that the landlord was duly served with the tenants' application.

The tenant affirmed that the tenants did not serve any documentary evidence to the landlord.

Pursuant to section 64(3)(c) of the *Act*, I amend the tenants' application to include both tenants' full first legal names, instead of just their nicknames. The tenants consented to

same. The landlord did not object to same. I find no prejudice to either party in making these amendments.

Settlement Terms

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 and orders. During this hearing, the parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute and arising out of this tenancy.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time and arising out of this tenancy:

1. The landlord agreed to pay the tenants \$100.00 total, by way of a certified cheque or money order, to be mailed out by June 15, 2023, to the tenants' mailing address, which was confirmed by both parties during this hearing;
 - a. The above cost of \$100.00 is reimbursement for the tenants' entire cost of the filing fee paid for their application;
2. The tenants agreed that this settlement agreement constitutes a final and binding resolution of their application and any issues arising out of this tenancy;
3. Both parties agreed that they will not initiate any future claims or applications against each other at the RTB, with respect to any issues arising out of this tenancy.

These particulars comprise the full and final settlement of all aspects of this dispute and arising out of this tenancy. Both parties affirmed at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties affirmed that they understood and agreed that the above terms are legal, final, binding, and enforceable, which settle all aspects of this dispute and arising out of this tenancy.

The terms and consequences of the above settlement were reviewed in detail, with both parties during this 39-minute hearing. Both parties were provided with ample time during this hearing, to ask questions, think about, review, negotiate, discuss, and decide about the above settlement terms.

Conclusion

The landlord's entire application is dismissed without leave to reapply.

I order both parties to comply with all of the above settlement terms.

In order to implement the above settlement and as discussed with both parties during this hearing, I issue a monetary Order in the tenants' favour in the amount of \$100.00. I deliver this Order to the tenants in support of the above agreement for use **only** in the event that the landlord fails to pay the tenant(s) \$100.00 as per condition #1 of the above agreement. The landlord must be served with a copy of this Order. Should the landlord fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

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: May 02, 2023

Residential Tenancy Branch