



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

## DECISION

Dispute Codes      **MNETC MNSDS-DR FFT**

### Introduction

This hearing was convened by way of conference call in response to two applications made by the Tenants under the *Residential Tenancy Act* (Act). In the first application for dispute resolution ("First Application"), the Tenants seek:

- compensation from the Landlords related to a Notice to End Tenancy for Landlords' Use of Property dated May 25, 2022 (2 Month Notice).

In the second application for dispute resolution (Second Application), the Tenants seek:

- an order to seek the return of the security deposit pursuant to section 38; and
- authorization to recover the filing fee of the Second Application from the Landlords.

Two of the Landlords (MT and JC) and one of the two Tenants (EC) attended the hearing. I explained the hearing process to the parties who did not have questions when asked. I told the parties they are not allowed to record the hearing pursuant to the *Residential Tenancy Branch Rules of Procedure*. The parties were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

EC stated the Tenants served the Notice of Dispute Resolution Proceeding and their evidence for the First Application (First NDRP Package) on each of the Landlords by registered mail on October 6, 2022. EC provided the Canada Post tracking numbers to corroborate her testimony on service of the First NDRP Packages on each of the Landlords. MT acknowledged the Landlords received the First NDRP Packages. As such, I find the Landlords were served with the First NDRP Packages in accordance with the provisions of sections 88 and 89 of the Act.

EC stated the Tenants served the Notice of Dispute Resolution Proceeding and their evidence for the Second Application (Second NDRP Package) on each of the Landlords by registered mail on December 29, 2022. EC provided the Canada Post tracking number to corroborate her testimony on service of the Second NDRP Packages on each of the Landlords. MT acknowledged the Landlords received the Second NDRP Packages. As such, I find the Landlords were served with the Second NDRP Packages in accordance with the provisions of sections 88 and 89 of the Act.

MT stated the Landlords served their evidence on the Tenants by registered mail on March 22, 2023. MT provided the Canada Post tracking to corroborate her testimony on service of the Landlords' evidence on the Tenants. EC acknowledged the Tenants received the Landlords' evidence. As such, I find the Landlords' evidence was served on the Tenants in accordance with the provisions of section 88 of the Act.

### Settlement Agreement

Pursuant to section 63 of the Act, an 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.

The Landlords and the Tenants agreed to the following final and binding settlement of all issues currently under dispute:

1. The Tenants agree to withdraw the First Application and Second Application;
2. The Landlord agrees to pay the Tenants \$13,300.00 in full satisfaction of the Tenants' claims set out in the First Application and Second Application; and
3. Other than for the payment of \$13,300.00 by the Landlord to the Tenant pursuant to paragraph 2 above, each of the parties agrees to mutually release the other party from all other claims arising from any breach of the terms of the tenancy agreement dated February 18, 2021, and from any breach of any of the provisions of the *Residential Tenancy Act* or *Residential Tenancy Regulations*.

These particulars comprise the full and final settlement of all claims made by the Tenants in the First Application and Second Application. 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 claims made by the Tenants in the Application.

### Conclusion

As the parties have reached a full and final settlement of all the claims set out in the First Application and Second Application, I make no factual findings about the merits of the two Applications.

To give effect to the settlement reached between the parties, and as discussed at the hearing, I grant the Tenants a Monetary Order for \$13,300.00. The Tenants are provided with the above Order on the above terms and the Landlords must be served by the Tenants with this Order as soon as possible. This Order may be filed and enforced in the Small Claims Division of the Provincial Court of British Columbia.

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: June 19, 2023

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Residential Tenancy Branch