



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes **MNDCT MNETC FFT**

Introduction

This hearing was convened by way of conference call in response to an application for dispute resolution (Application) filed by the Tenants pursuant to the *Residential Tenancy Act* (Act) in which the Tenants seek:

- compensation from the Landlord related to a Notice to End Tenancy for Landlord's Use of Property pursuant to section 51(2);
- a monetary order for compensation from the Landlord pursuant to section 67; and
- authorization to recover the filing fee for the Application from the Landlord pursuant to section 72.

The Landlord and the two Tenants (JD and JC) attended at the hearing. I explained the hearing process to the parties who did not have questions when asked. I told the parties they were 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.

JD stated the Tenants served the Notice of Dispute Resolution Proceeding (NDRP) on the Landlord by registered mail on October 19, 2022. JD submitted into evidence a signed Proof of Service on Form RTB-55 certifying the NDRP was served on the Landlord by registered mail and which provided the tracking number for service of the NDRP on the Landlord. The Landlord acknowledged she received the NDRP by registered mail. As such, I find the NDRP was served on the Landlord in accordance with the provisions of section 89 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 Landlord and the Tenants agreed to the following final and binding settlement of all issues currently under dispute:

1. The Tenants agree to withdraw the Application;
2. The Landlord agrees to pay the Tenants \$1,168.12, not later than July 14, 2023, in full satisfaction of the Tenants' claims set out in the Application; and
3. Other than for the payment of \$1,168.12 by the Landlord to the Tenants 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 September 10 and 12, 2022, 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 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 Application, I make no factual findings about the merits of the Application.

To give effect to the settlement reached between the parties, and as discussed at the hearing, I grant the Tenants a Monetary Order for \$1,168.12, effective July 14, 2023. The Tenants are provided with the above Order on the above terms and the Landlord 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 27, 2023

Residential Tenancy Branch