



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes **OLC FFT**

Background and Evidence

This hearing was convened as a result of the Tenants' application for dispute resolution (Application) under the Residential Tenancy Act (Act). The Tenants seek::

- an order for the Landlord to comply with the Act, *Residential Tenancy Regulations* ("Regulations") and/or tenancy agreement pursuant to section 62; and
- authorization to recover the filing fee for the Application from the Landlord pursuant to section 72.

An agent (AG) and one of the two Tenants (JB) attended the hearing. The parties were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. I informed the parties that the *Residential Tenancy Branch Rules of Procedure* prohibit persons from recording dispute resolution hearings and, if anyone was recording the hearing, to immediately stop recording the proceeding.

JB stated the Tenants served the Notice of Dispute Resolution Proceeding and their evidence (NDRP Package) on the Landlord by registered mail on February 9, 2023. JB provided the Canada Post tracking number for service of the NDRP Package on the Landlord to corroborate her testimony. AG acknowledged the Landlord received the NDRP Package by email. As such, I find the NDRP Package was served on the Landlord in accordance with the provisions of sections 88 and 89 of the Act.

AG stated the Landlord served its evidence on each of the Tenants by registered mail on May 8 and May 9, 2023. AG provided the Canada Post receipts and tracking numbers for service of the Landlord's evidence on the Tenants to corroborate her testimony. JB acknowledged the Tenants received the Landlord's evidence. I find the Landlord's 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 Review Hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

JB and the Landlord agreed to the following final and binding settlement of all issues currently under dispute:

1. The Tenants agree they will not obtain or keep a pet in the rental unit at any time during the tenancy;
2. The Landlord agrees the Tenants may end the tenancy by giving the Landlord at least one clear months' written notice to end the tenancy as required by section 45 of the Act. For greater certainty, it is understood the Landlord may not end the tenancy prior to the end of the fixed term on March 1, 2027 unless the Tenants have breached a term of the Act, *Residential Tenancy Regulations* and/or the tenancy agreement and the Landlord has complied with the requirements of the Act to end the tenancy;
3. The Landlord agrees paragraph 5 of the tenancy agreement is suspended and that the Landlord is not entitled to seek liquidated damages or loss of rental income in the event the Tenants end the tenancy before the end of the fixed term; and
4. The Landlord agrees that, if the Tenants vacate the rental unit not later than July 31, 2023, it will pay the Tenants \$800.00 immediately upon the Tenants vacating the rental unit.

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.

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 2, 2023

Residential Tenancy Branch