



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Introduction

This hearing dealt with both a Tenants' and Landlord's Application for Dispute Resolution under the *Residential Tenancy Act* (the Act) for:

- cancel a 10 Day Notice for Unpaid Rent or Utilities
- cancel a One Month Notice for Cause
- order of possession based on a 10 Day Notice and One Month Notice
- damages claim for \$20,000.00,
- request for Landlord to comply with the Act, regulation or tenancy agreement.
- authorization to recover the filing fee by both parties

During the hearing the parties indicated their intention to settle their based on the tenancy ending when the Tenants vacated the rental unit on March 15, 2024. Those listed on the cover page of this decision attended the hearing and were affirmed. Words utilizing the singular shall also include the plural and vice versa where the context requires.

Preliminary Matter

The Landlord was advised that their damages claim was premature and was being declined under section 59 of the Act due to insufficient details of how they arrived at the amount of \$20,000.00. Therefore, the Landlord is at liberty to reapply for damages and this decision does not extend any timelines under the Act. I find it would be prejudicial to the Tenants to proceed with a damages claim where the amount was not provided at the time the application was filed, which is required by the Residential Tenancy Branch (RTB) Rules of Procedure (Rules).

Analysis

Under section 63 of the Act, the Arbitrator may assist the parties to settle their dispute. 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 this hearing, the parties reached an agreement to settle their dispute.

Both parties agreed to the following terms of a final and binding resolution of the Tenants' application and the issues in dispute arising out of this tenancy at this time and that they did so of their own free volition and without any element of coercion:

1. The tenancy ended on March 15, 2024 when the Tenants vacated the rental unit.
2. The Landlord confirmed they have possession back of their rental unit.

Conclusion

Under sections 62(3) and 63 of the Act, I order the parties to comply with their settlement agreement described above.

This settlement agreement will be emailed to both parties at the email addresses confirmed during the hearing.

The Landlord is at liberty to apply for damages and is reminded to complete a Monetary Order Worksheet (#RTB 37).

This decision will be emailed to both parties at the email addresses confirmed during the hearing.

I decline to grant the filing fee to either party as this matter was resolved by settlement agreement.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under section 9.1(1) of the Act.

Dated: March 21, 2024

Residential Tenancy Branch