

DECISION

Introduction

This hearing dealt with the tenants' application for dispute resolution, filed on February 14, 2024, under the *Residential Tenancy Act* ("Act") for:

- a monetary order of \$11,400.00 for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("*Regulation*"), or tenancy agreement, under section 67 of the *Act*;
- an order requiring the landlord to comply with the *Act*, *Regulation*, or tenancy agreement, under section 62 of the *Act*; and
- authorization to recover the \$100.00 filing fee paid for this application from the landlord, under section 72 of the *Act*.

The landlord, the landlord's former agent, and the two tenants, tenant SR ("tenant") and "tenant JR," attended this 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 32 minutes from 11:00 a.m. to 11:32 a.m.

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

The landlord stated that he owns the rental unit. He provided the rental unit address. He said that his former agent was his former property manager, but he was no longer employed as such. The landlord's former agent confirmed same.

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 that they would not record this hearing.

I explained the hearing and settlement processes, and the potential outcomes and consequences, to both parties. They had an opportunity to ask questions, which I answered. Neither party made any adjournment or accommodation requests.

At the outset of this hearing, both parties affirmed that they were ready to proceed with this hearing, they wanted to settle this application, and they did not want me to make a decision.

The landlord 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 landlord confirmed that he did not serve his evidence to the tenants. He said that he only uploaded it to the online RTB dispute access site. I informed him that I could not consider his evidence in my decision. However, I was not required to make a decision because both parties settled this application.

Pursuant to section 64(3)(c) of the *Act*, I amend the tenants' application to remove the name of the landlord's former agent as a landlord-respondent party. Both parties consented to this amendment during this hearing. I find no prejudice to either party in making this amendment.

Settlement Terms

Pursuant to section 63 of the *Act*, 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.

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

1. The landlord agreed to pay the tenants \$4,500.00 total, by May 31, 2024, by way of e-transfer to the tenant's email address, which was confirmed by both parties during this hearing;
2. The landlord agreed to put the hydro and gas utilities for the rental property in his own name, by April 1, 2024;
 - a. The landlord agreed to inform the tenants if the above will be a later date, outside his own control;

3. The tenants agreed to bear the cost of the \$100.00 filing fee paid for this application;
4. The tenants agreed that this settlement agreement constitutes a final and binding resolution of their application.

These particulars comprise the full and final settlement of all aspects of this dispute. 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.

The terms and consequences of the above settlement were reviewed in detail, with both parties during this 32-minute hearing. Both parties were given ample time during this hearing to think about, ask questions, discuss, negotiate, and decide about the above settlement terms.

The landlord and his former agent were given ample and additional time during this hearing to speak privately with each other. The two tenants were given ample and additional time during this hearing to speak privately with each other.

Conclusion

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

In order to give effect to the above settlement reached between the parties, and as discussed with both parties during this hearing, I grant a Monetary Order in the tenants' favour in the amount of \$4,500.00. The tenants are provided with this Order and 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 *Act*.

Dated: March 21, 2024

Residential Tenancy Branch