



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding ROCKWELL MANAGEMENT  
and [tenant name suppressed to protect privacy]

## **DECISION**

### Dispute Codes:

RPP MNDCT

### Introduction:

This hearing was convened in response to an Application for Dispute Resolution filed by the Tenants in which the Tenants applied for a monetary Order for money owed or compensation for damage or loss and for an Order requiring the Landlord to return personal property.

The female Tenant stated that on January 27, 2022 one copy of the Dispute Resolution Package was sent to the Agent for the Landlord with the initials "RM", via registered mail and a second copy was sent to a different individual. The Agent for the Landlord acknowledged receipt of these documents.

On March 23, 2022 the Landlord submitted evidence to the Residential Tenancy Branch. The Agent for the Landlord stated that this evidence was served to the Tenants, via registered mail, on March 24, 2022. The female Tenant acknowledged receiving this evidence and it was accepted as evidence for these proceedings.

The participants were given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. Each participant affirmed that they would speak the truth, the whole truth, and nothing but the truth during these proceedings.

The participants were advised that the Residential Tenancy Branch Rules of Procedure prohibit private recording of these proceedings. Each participant affirmed they would not record any portion of these proceedings.

Issue(s) to be Decided:

Are the Tenants entitled to compensation for damaged property?

Is there a need to issue an Order requiring the Landlord to return personal property?

Background and Evidence:

Prior to discussing any of the merits of the Application for Dispute Resolution, the Landlord and the Tenants mutually agreed to settle all issues in dispute in this Application for Dispute Resolution under the following term:

- The Landlord will pay the Tenants \$623.33.

The aforementioned settlement agreement was summarized for the parties on at least two occasions. Both Tenants and both Agents for the Landlord clearly indicated their intent to resolve this dispute under these terms.

Both Tenants and both Agents for the Landlord each acknowledged that they understand they were not required to enter into this agreement and that they were doing so voluntarily.

Both Tenants and both Agents for the Landlord each acknowledged that they understood the agreement was final and binding.

Analysis:

All issues in dispute in this Application for Dispute Resolution have been settled in accordance with the aforementioned settlement agreement.

Conclusion:

On the basis of the settlement agreement, I grant the Tenants a monetary Order for \$623.33. In the event the Landlord does not voluntarily comply with this Order, it may be filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

This settlement agreement is recorded on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: April 05, 2022

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Residential Tenancy Branch