



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OLC, FFT

Introduction

On March 4, 2022, the Tenant made an Application for Dispute Resolution seeking an Order to comply pursuant to Section 62 of the *Residential Tenancy Act* (the “Act”) and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

The Tenant and both Landlords attended the hearing. At the outset of the hearing, I explained to the parties that as the hearing was a teleconference, none of the parties could see each other, so to ensure an efficient, respectful hearing, this would rely on each party taking a turn to have their say. As such, when one party is talking, I asked that the other party not interrupt or respond unless prompted by myself. Furthermore, if a party had an issue with what had been said, they were advised to make a note of it and when it was their turn, they would have an opportunity to address these concerns. The parties were also informed that recording of the hearing was prohibited and they were reminded to refrain from doing so. As well, all parties in attendance provided a solemn affirmation.

Service of documents and evidence was discussed and accepted.

All parties were given an opportunity to be heard, to present sworn testimony, and to make submissions. I have reviewed all oral and written submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

- Is the Tenant entitled to an Order to comply?
- Is the Tenant entitled to recover the filing fee?

Background and Evidence

While I have turned my mind to the accepted documentary evidence and the testimony of the parties, not all details of the respective submissions and/or arguments are reproduced here.

All parties agreed that the tenancy started on July 1, 2021 as a fixed term tenancy of one year, ending on July 1, 2022. Rent was established at \$800.00 per month and was due on the first day of each month. A security deposit of \$400.00 was also paid. A copy of the signed tenancy agreement was submitted as documentary evidence.

The parties also agreed that the Landlords were actually sub-leasing the rental unit. After hearing submissions from the parties, it was apparent that the Landlords were in a month-to-month tenancy with their landlord, and that they were then sub-leasing to other people, on fixed term tenancies, contrary to Policy Guideline # 19. The tenancy then ended due to an Order of Possession that was granted to the original landlord of the property, against the Landlords.

After hearing submissions from the parties with respect to the claims in this Application, the parties turned their minds to a settlement.

Settlement Agreement

I raised the possibility of settlement pursuant to Section 63(1) of the *Act* which allows an Arbitrator to assist the parties to settle the dispute. I explained to the parties that settlement discussions are voluntary, that if they chose not to discuss settlement I would make a final and binding Decision on the matter, and that if they chose to discuss settlement and did not come to an agreement, that I would make a final and binding Decision on the matter. I advised the parties that if they did come to an agreement, I would write out this agreement in my written Decision and make any necessary Orders. I also explained that the written Decision would become a final and legally binding agreement. The parties did not have questions about discussing a settlement when asked.

The parties engaged in a discussion on what would be an amenable settlement for both parties, and they agreed as follows:

1. The Landlords must pay to the Tenant the amount of **\$560.00**.
2. If this payment condition is breached, the Tenant is provided with a conditional Monetary Order in the amount of **\$560.00**.
3. The parties agreed that fulfilment of this condition would amount to full and complete satisfaction of this dispute. They also agreed both parties are now

precluded from filing an Application against the other party with respect to this tenancy.

This settlement agreement was reached in accordance with Section 63 of the *Act*. The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that they understood the binding nature of this full and final settlement of these disputes.

Conclusion

The parties reached a full and final settlement agreement in resolution of this dispute. I have recorded the terms of settlement in this Decision and in recognition of the settlement agreement, the Tenant is provided with a conditional Monetary Order in the amount of **\$560.00** to serve and enforce upon the Landlords, if necessary. The Order must be served on the Landlords by the Tenant. Should the Landlords 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 *Residential Tenancy Act*.

Dated: June 20, 2022

Residential Tenancy Branch