



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding REAL PROPERTY MANAGEMENT  
EXECUTIVES and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNRL-S, MNDL-S, MNDCL-S, FFL

### Introduction

This hearing dealt with an Application for Dispute Resolution (the Application) filed by the Landlord under the Residential Tenancy Act (the Act), seeking:

- Recovery of unpaid rent;
- Compensation for damage to the rental unit;
- Compensation for monetary loss or other money owed;
- Retention of the security and/or pet damage deposit(s); and
- Recovery of the filing fee.

The hearing was convened by telephone conference call at 1:30 P.M. on September 27, 2022, and was attended by the Tenants, and the agent for the Landlord, A.P. (the Agent). All parties provided affirmed testimony. As the Tenants acknowledged service of the Notice of Dispute Resolution Proceeding (NODRP), I find they were sufficiently served for the purposes of the Act and the Residential Tenancy Branch Rules of Procedure (Rules of Procedure), and the hearing therefore proceeded as scheduled.

The parties were advised that pursuant to rule 6.10 of the Rules of Procedure, interruptions and inappropriate behavior would not be permitted and could result in limitations on participation, such as being muted, or exclusion from the proceedings. The parties were asked to refrain from speaking over me and one another and to hold their questions and responses until it was their opportunity to speak. The Parties were also advised that personal recordings of the proceeding were prohibited under the Rules of Procedure and confirmed that they were not recording the proceedings.

### Settlement

The opportunity for settlement was discussed with the parties during the hearing. The parties were advised during the hearing that there is no obligation to resolve the dispute through settlement, but that pursuant to section 63 of the Act, I could assist the parties to reach an agreement, which would be documented in my Decision and supporting order. During the hearing, the parties mutually agreed to settle this matter as follows:

1. The parties agree that the following matters claimed in the Application were previously resolved as a result of a decision from the Residential Tenancy Branch (the Branch) dated April 11, 2022:
  - a. Outstanding January rent and fees, and
  - b. Retention by the Landlord of the Tenants' security and pet damage deposits.
2. The parties agree that the Tenants owe the Landlord \$2,500.00, and the Tenants agree to pay the Landlord this amount.
3. The parties agree that this constitutes full and final settlement of all monies owed by the Tenants to the Landlord in relation to the tenancy.

This settlement agreement was reached in accordance with section 63 of the Act.

### Conclusion

I order the parties to comply with the terms of their mutually settled agreement described above.

In support of the settlement described above, and with the agreement of the parties, I grant the Landlord a Monetary Order in the amount of **\$2,500.00**, and I order the Tenants to pay this amount to the Landlord. This Order must be served on the Tenants as soon as possible. Should the Tenants fail to comply with this Order, this order may be filed in the Small Claims Court of British Columbia 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: September 27, 2022

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Residential Tenancy Branch