



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

## **DECISION**

**Dispute Codes**      **LRE, FFT**

### **Introduction**

This hearing dealt with the Tenants' application pursuant to the *Residential Tenancy Act* (Act) for:

1. An Order to suspend or set conditions on the landlord's right to enter the rental unit under section 70 of the Act; and,
2. Recovery of the application filing fee under section 72 of the Act.

The hearing was conducted via teleconference. The Landlords, M.S. and J.S., and the Tenants, E.M. and J.M., attended the hearing at the appointed date and time. Both parties were each given a full opportunity to be heard, to present affirmed testimony, to call witnesses, and make submissions.

Both parties were advised that Rule 6.11 of the Residential Tenancy Branch Rules of Procedure prohibits the recording of dispute resolution hearings. Both parties testified that they were not recording this dispute resolution hearing.

### **Settlement**

Pursuant to section 63 of the Act, the Arbitrator may assist the parties to settle their dispute and 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.

The parties reached a mutual agreement to settle this matter. The parties were advised there is no obligation to resolve the dispute through settlement, but that I could assist the parties to reach an agreement, which would be documented in my Decision.

The Parties agreed to settle this matter as follows:

1. The Landlord agrees to compensate the Tenants \$115.00 which covers a \$15.00 dump fee, and the \$100.00 application filing fee for this matter. The Landlord agrees to send the compensation by e-transfer to the Tenants (email addresses are noted on the cover sheet of this decision);
2. The Landlord will send an email to their real estate agent authorizing them to provide the name of the real estate agent who entered the Tenants' rental unit to show the home when the Tenants did not agree to the entry;
3. The Landlord will cc the Tenants on the above email (noted in settlement term #2) to their real estate agent;
4. The Parties are ordered to comply with all these settlement terms; and,
5. These terms comprise the full and final settlement of all aspects of this dispute for both Parties.

The Parties' rights and obligations under the Act and the tenancy agreement continue until the tenancy ends in accordance with this agreement. Both Parties testified at the hearing that they confirm the accuracy of the final terms above, and that they understood and agreed to these terms, free of any duress or coercion. Both Parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

### Conclusion

Given the mutual agreement reached during the hearing, I find that the Parties have settled their dispute as recorded above.

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: October 10, 2023

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Residential Tenancy Branch