



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes CNR, OPR, MNR, MNDC, FF

Introduction

This hearing dealt with cross applications. The tenants applied to cancel a Notice to End Tenancy for unpaid rent and a Monetary Order for damage or loss under the Act, regulations or tenancy agreement. The landlord applied for an Order of Possession and Monetary Order for unpaid rent. Both parties requested recovery of the filing fee. Both parties appeared at the hearing and were provided the opportunity to make submissions, in writing and orally, and to respond to the submissions of the other party.

After much testimony and discussion during the hearing, the parties were able to reach a mutual agreement to resolve their dispute.

Issues(s) to be Decided

What are the terms of the mutual agreement?

Background and Evidence

It is undisputed that there was a significant flood of water through the walls and ceiling of the master bedroom in September 2010. It is undisputed that the tenants withheld \$700.00 of rent owed for October 2010 and the landlord issued a 10 Day Notice to End Tenancy indicating \$450.00 of the rent was outstanding, after crediting the tenants with a rent abatement of \$250.00. The tenants paid and the landlord accepted full payment of rent for the month of November 2010.

The parties agreed to the following terms during the hearing which I have recorded below:

1. The tenants will be compensated \$350.00 in satisfaction of the damages or loss they may have incurred as a result of the flood in the master bedroom.
2. Since the tenants have withheld \$700.00 of rent for October 2010 and in light of the compensation agreed upon in part 1. above, the tenants will pay the landlord \$350.00 by delivering a cheque to the landlord's residence forthwith.
3. Along with the cheque for \$350.00, the tenants will provide the landlord with post-dated rent cheques up to and including the month of May 2011.
4. The tenancy shall continue and the rights and obligations of the parties as provided under the tenancy agreement shall remain enforceable.

Analysis

I accept the mutual agreement reached between the parties and make the terms of the agreement binding upon both parties in satisfaction of this dispute.

Each party shall remain responsible for the costs associated with the filing of their respective applications.

Conclusion

Both applications have been resolved by a mutual agreement as recorded in this decision.

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: November 09, 2010.

Dispute Resolution Officer