



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR OPC OPB MND MNR MNDC FF  
CNC CNR FF

### Preliminary Issues

The Landlords raised the issue that the female Tenant KA may be going by the name of KF as she was married this past summer.

The female Tenant KA affirmed that she was married to the male Tenant TF on July 17, 2011 and that she continues to go by KA and not KF. She also confirmed that herself, her father, KA, and her husband TF are all part owners of a company, they all have resided together in the rental unit as tenants with her two small children since the onset of the tenancy May 1, 2011, and that rent is paid out of their company bank account and deposited directly into the Landlord's account by the female KA.

As per the aforementioned I hereby find the three Tenants are joint tenants and I amend both applications to list all three Tenants with the female KA also listed as being known as KF, pursuant to sections 62 and 64(3)(c) of the *Residential Tenancy Act*.

The rental unit address was also amended to include the word "Upper" as there is a separate self contain unit on the lower floor that is occupied by a tenant under a separate tenancy agreement, pursuant to section 64(3)(c) of the *Residential Tenancy Act*.

### Introduction

This hearing convened to deal with cross applications filed by both the Landlords and the Tenants.

The parties appeared at the teleconference hearing, acknowledged receipt of evidence submitted by the other, gave affirmed testimony, were provided the opportunity to present their evidence orally, in writing, in documentary form and to settle the dispute pursuant to section 63 of the *Residential Tenancy Act*.

### Issue(s) to be Decided

1. Are the parties willing to work towards a settlement agreement pursuant to section 63 of the *Residential Tenancy Act*?

2. If so, what are the agreed upon terms of the settlement agreement?

### Background and Evidence

The parties agreed they entered into a month to month tenancy agreement that began on May 1, 2011. Rent is payable on the first of each month in the amount of \$1,675.00 and on April 3, 2011 the Tenants paid \$837.50 as the security deposit and \$837.50 as the pet deposit. These parties have attended previous dispute resolution hearings on November 17, 2011 and November 30, 2011.

During the course of the hearing the parties agreed to come to a settlement agreement.

### Analysis

The parties agreed to settle these matters on the following conditions:

- 1) The Landlords agree to withdraw their application with leave to reapply for any damage or loss they may have suffered as a result of this tenancy; and
- 2) The Tenants agree to withdraw their application with leave to reapply for any damage or loss they may have suffered as a result of this tenancy; and
- 3) The parties mutually agree to end this tenancy on January 31, 2011 at 1:00 p.m.; and
- 4) The Tenants agree to pay January 1, 2011 rent on time and in full; and
- 5) The Tenants agree to allow the Landlords to show the rental unit to prospective tenants after receipt of an e-mail notice to show the unit in 24 hours; and
- 6) The Tenants will check the e-mail account xxxxxxxxxx several time throughout each day and that once an e-mail is received from the Landlord for notice of a showing they will send the Landlords a response stating nothing more than "got it"; and
- 7) The email notices are deemed received by the Tenants at the time they are sent by the Landlords and showings can occur 24 hours later between the hours of 8:00 am and 8:00 p.m. seven days a week; and
- 8) The email is to be specific as to the time of the showing and the showing must commence within 15 minutes of the schedule time or be rescheduled via email; and
- 9) The Tenants cannot refuse the Landlords access to show the unit based on the above agreement; and
- 10) The parties agree that they will not engage in conversation with each during the showings; and
- 11) The Landlords agree to inform all prospective tenants who are shown the unit not to engage in a conversation with the Tenants; and
- 12) The Landlords agree not to attend the rental unit prior to January 31, 2011 except for a prearranged showing to a prospective tenant "or" for an emergency as defined under the Act; and
- 13) The parties agree to attend the rental unit move out inspection on January 31, 2012 at 1:00 pm.; and

- 14) The Tenants agree to provide the Landlords with a forwarding address for service of documents; and
- 15) The Tenants agree to pay the Landlords \$257.86 no later than January 12, 2012, for previous unpaid water bills (\$150.00 + \$107.86) which includes up to the bill that was invoiced on December 13, 2011; and
- 16) The Tenants agree to deposit the \$257.86 for the water bills into the same bank account they deposit their rent payments into.

In support of the aforementioned settlement agreement the Landlords will be issued an Order of Possession effective January 31, 2012 at 1:00 p.m. ; and an Order of Possession effective two days upon service to the Tenants which can only be served if the Tenants fail to pay January 1, 2012 rent in full; and a Monetary Order for the water bill in the amount of \$257.86.

### Conclusion

I have included with this decision a copy of "A Guide for Landlords and Tenants in British Columbia" and I encourage the parties to familiarize themselves with their rights and responsibilities as set forth under the *Residential Tenancy Act*.

The Landlords' decision will be accompanied by an Order of Possession effective January 31, 2012 and the Monetary Order in the amount of **\$257.86**. These Orders are legally binding and must be served upon the Tenants.

The Landlords' decision will also be accompanied by an Order of Possession effective two days upon service. This Order is legally binding and must be served upon the Tenants only in the event January 1, 2012 rent is not paid in full.

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: December 29, 2011.

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Residential Tenancy Branch