



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes: OPL, FF / MT, CNL, OLC, RP, LRE, FF

### Introduction

This hearing concerns 2 applications: i) by the landlord for an order of possession / and recovery of the filing fee; ii) by the tenants for more time to make an application to cancel a notice to end tenancy / cancellation of a notice to end tenancy for landlord's use of property / an order instructing the landlord to comply with the Act, Regulation or tenancy agreement / an order instructing the landlord to make repairs to the unit, site or property / an order suspending or setting conditions on the landlord's right to enter the rental unit / and recovery of the filing fee.

Both parties participated in the hearing and gave affirmed testimony.

### Issue(s) to be Decided

Whether either party is entitled to any of the above under the Act, Regulation or tenancy agreement.

### Background and Evidence

Pursuant to a written tenancy agreement the tenancy began on June 15, 2011. Monthly rent of \$1,600.00 is due and payable in advance on the first day of each month, and a security deposit of \$800.00 was collected. A move-in condition inspection report was not completed. The tenancy agreement provides that the cost of gas and hydro is to be shared equally between the landlord and the tenants.

Pursuant to section 49 of the Act which addresses **Landlord's notice: landlord's use of property**, the landlord issued a 2 month notice to end tenancy dated April 20, 2012. The notice was served in person on the tenants on April 21, 2012. A copy of the notice was submitted in evidence. The date shown on the notice by when the tenants must vacate the unit is June 30, 2012, and the reason shown for its issuance is as follows:

The rental unit will be occupied by the landlord or the landlord's spouse or a close family member (father, mother, or child) of the landlord or the landlord's spouse.

Pursuant to section 51 of the Act which addresses **Tenant's compensation: section 49 notice**, the tenants did not pay rent for June 2012. However, the tenants did not vacate the unit by June 30, 2012 and they presently still reside in the unit.

During the hearing the parties exchanged views on some of the circumstances surrounding the dispute and undertook to achieve a resolution.

### Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: [www.rto.gov.bc.ca](http://www.rto.gov.bc.ca)

Section 63 of the Act addresses the **Opportunity to settle dispute**. Pursuant to this provision, discussion between the parties during the hearing led to a settlement, and it was specifically agreed as follows:

### **RECORD OF SETTLEMENT**

- that the tenants will vacate the unit by no later than 7:00 p.m., Monday, July 16, 2012, and that an order of possession will be issued in favour of the landlord to that effect;
- that the landlord will retain the tenants' full security deposit of \$800.00 as a full offset to all rent due for the month of July 2012;
- that the landlord will pay the tenants \$430.00, and that a monetary order will be issued in favour of the tenants to that effect;
- that the above payment will be by cheque made payable to female tenant "HS;"
- that the amount of the above cheque reflects a calculation as follows:

\$72.50: amount due to tenants for gas  
\$408.88: amount due to tenants for hydro  
\$150.00: amount due to tenants for hydro  
Sub-total # 1: \$631.38

Reduced by \$200.00 as compensation to the landlord for cleaning required in the unit after the end of tenancy.

Sub-total # 2: \$431.38 (\$631.38 - \$200.00)

Final total: \$430.00 (a "rounding off" agreed to by the parties)

- that the parties will meet at 7:00 p.m., Monday, July 16, 2012 at the Petro Can gas station located on the corner of Fraser Highway and 152 Street, at which time the landlord will give the above cheque to the tenants in exchange for the key(s) to the unit, the mail key(s) and the garage door opener(s);
- that the above particulars comprise full and final settlement of all aspects of the dispute arising from this tenancy for both parties, such that both parties agree to filing no further applications for dispute resolution in regard to this tenancy.

As the parties have achieved a settlement of their dispute, the respective applications to recover the filing fee(s) are hereby dismissed.

### Conclusion

I hereby issue an **order of possession** in favour of the landlord effective not later than **7:00 p.m., Monday, July 16, 2012**. This order must be served on the tenants. Should the tenants fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the tenants in the amount of **\$430.00**. Should it be necessary, this order may be served on the landlord, filed in the Small Claims 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: July 16, 2012.

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Residential Tenancy Branch