



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, CNR, MND, MNR, MNSD, MNDC, MNSD, ERP, FF

Introduction

This hearing was convened in response to applications by the landlords and the tenants.

The landlords' application is seeking orders as follows:

1. For an order of possession;
2. For a monetary order for unpaid rent;
3. For a monetary order for damages to the unit;
4. For money owed or compensation under the Act;
5. To keep all or part of the security deposit; and
6. To recover the cost of filing the application.

The tenants' application is seeking orders as follows:

1. To cancel a notice to end tenancy;
2. For money owed or compensation under the Act;
3. Return all or part of the security deposit;
4. To have the landlord comply with the Act;
5. To make repairs to the unit; and
6. To recover the cost of filing the application.

Both parties appeared.

Preliminary issue

The landlord stated at the outset of the hearing that she is withdrawing the claim for damages to the unit as she has had insufficient time to assess the cost. The landlords are at liberty to reapply.

Settlement Agreement

During the hearing, the parties agreed to settle these matters, on the following conditions:

- 1) The tenants agreed they did not pay rent for February 2013, and owe \$1,350.00. The parties agreed the security deposit will be retained by the landlords to offset that amount, leaving a balance of \$675.00;
- 2) The parties agreed the tenants vacated the unit on February 27, 2013, breaking the fixed term agreement. The parties agreed to mutually end the fixed term tenancy agreement and the landlord will be compensated March 2013, rent in the amount of \$1,350.00;
- 3) The parties agreed the total amount of unpaid rent as stated above is \$2,025.00 and the tenants agreed they will pay the sum of \$300.00 per month payable on the 20th day of each month and the like sum will be paid on the 20th day of each month thereafter until paid in full;
- 4) The tenants agreed they will directly deposit the above payments into the landlords account at the credit union agreed to at the hearing or alternatively send a postal money order to the landlord – no cheques are to be provided;
- 5) The parties agreed if any payments are missed the balance owed becomes immediately due and owing and may be enforced in Provincial Court;
- 6) The parties acknowledged this in full and final settlement of all the tenants' issues and all issues of the landlords except for damages to the rental unit.

Conclusion

As a result of the settlement agreement, the landlords are granted a monetary order.

The landlords are at liberty to reapply for damages to the rental unit.

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*.

Residential Tenancy Branch
