



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MT, CNC, MNDC, RP, PSF, LRE, RR, O, OPC, MNSD, FF

Introduction

This hearing dealt with applications from both the landlords and the tenant under the *Residential Tenancy Act* (the *Act*). The tenant applied for:

- more time to make an application to cancel the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 66;
- cancellation of the landlords' 1 Month Notice pursuant to section 47;
- a monetary order for compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67;
- an order to the landlords to make repairs to the rental unit pursuant to section 33;
- an order to allow the tenant(s) to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65;
- an order to the landlords to provide services or facilities required by law pursuant to section 65;
- an order to suspend or set conditions on the landlords' right to enter the rental unit pursuant to section 70; and
- other unspecified remedies.

The landlords applied for:

- an Order of Possession for cause pursuant to section 55;
- a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67;
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38; and
- authorization to recover their filing fee for this application from the tenant pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions and to cross-examine one another. The tenant confirmed that she received the landlords' 1 Month Notice left in her mailbox on January 25, 2013. The male landlord (the landlord) confirmed that the tenant

handed him a copy of her dispute resolution hearing package on February 1, 2013. The tenant confirmed that the landlord handed her a copy of the landlords' dispute resolution hearing package on February 19, 2013. I am satisfied that the above documents and the parties' written evidence were served to one another by the parties in accordance with the *Act*.

At the commencement of the hearing, I noted that the tenant did not need an extension of time to apply for the cancellation of the 1 Month Notice as she met the deadline for submitting her application to cancel the 1 Month Notice. The tenant's application for an extension of time to submit her application to cancel the 1 Month Notice is withdrawn.

Issues(s) to be Decided

Should the landlords' 1 Month Notice be cancelled? If not, are the landlords entitled to an Order of Possession? Are either of the parties entitled to a monetary award for losses arising out of this tenancy? Should any orders be issued against the landlords? Should the tenant's monthly rent be reduced? Are the landlords entitled to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary award requested? Are the landlords entitled to recover the filing fee for this application from the tenant?

Background and Evidence

This one-year fixed term tenancy commenced on May 1, 2012. Monthly rent is set at \$550.00 payable on the first of each month. The landlords continue to hold the tenant's \$225.00 security deposit paid on or about May 8, 2012.

The landlords issued the 1 Month Notice because they maintained that the tenant has "significantly interfered with or unreasonably disturbed another occupant or the landlord." Both parties presented extensive evidence packages, complete with photographs. At the hearing, both parties also provided considerable sworn testimony with respect to this tenancy.

Analysis

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. After I heard considerable sworn testimony from the parties, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to resolve the issues in dispute arising out of this tenancy under the following terms:

1. Both parties agreed that this tenancy will end by 1:00 p.m. on March 31, 2013, by which time the tenant will have vacated the rental premises.
2. The landlords agreed that they will not apply for a monetary award for unpaid rent for the month of April 2013, the final month of this fixed term residential tenancy.
3. Both parties agreed that they will withdraw their applications for monetary awards and will not reapply for monetary awards for the items noted in their applications.
4. Both parties agreed that this settlement agreement constituted a final and binding resolution of all issues in dispute arising out of this tenancy at this time.

Conclusion

To give effect to the settlement reached between the parties and as discussed at the hearing, I issue the attached Order of Possession to be used by the landlords if the tenant does not vacate the rental premises in accordance with their agreement. The landlords are provided with these Orders in the above terms and the tenant must be served with this Order in the event that the tenant does not vacate the premises by the time and date set out in their agreement. Should the tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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: March 01, 2013

Residential Tenancy Branch

