



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes

For the tenants: MT CNC  
For the landlord: OPC OPB MND MNSD FF

### Introduction

This hearing was convened as a result of the cross applications of the parties for dispute resolution under the *Residential Tenancy Act* (the “Act”).

The tenants applied for more time to make an application to cancel at Notice to End Tenancy, and to cancel a 1 Month Notice to End Tenancy for Cause.

The landlord applied for an order of possession for cause and tenants breaching an agreement with the landlord, for a monetary order for damage to the unit, site or property, to keep all or part of the security deposit and pet damage deposit, and to recover the filing fee.

The followings persons attended the hearing; the male tenant, the tenants’ agent, the tenants’ advocate, the landlord, the landlord’s agent, two daughters of the landlord, and the husband of the landlord’s daughter. The hearing process was explained to the parties and an opportunity was given to ask questions about the hearing process. Thereafter the parties gave affirmed testimony, were provided the opportunity to present their relevant evidence orally and in documentary form prior to the hearing, and make submissions to me. The parties confirmed that they were served with the evidence package from the other party and had the opportunity to review the evidence prior to the hearing.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Preliminary and Procedural Matter

The landlord was advised that their application for monetary compensation was being refused, pursuant to section 59(5)(a) of the *Residential Tenancy Act (Act)*, because their application for dispute resolution did not provide sufficient particulars of their monetary claim for compensation, as is required by section 59(2)(b) of the *Act*. The landlord is at liberty to re-apply for their monetary claim as a result, but is reminded to include full particulars of their monetary claim when submitting their application, and is encouraged to use the "Monetary Worksheet" form located on the Residential Tenancy Branch website; [www.rto.gov.bc.ca](http://www.rto.gov.bc.ca). For the benefit of both parties, the parties were directed to the appropriate form on the website described above during the hearing.

### Settlement Agreement

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

1. The tenancy will end on **June 30, 2013 at 1:00 p.m.**
2. The landlord is granted an order of possession pursuant to section 55 of the *Act*, effective **June 30, 2013 at 1:00 p.m.** The landlord must serve this order on the tenants.
3. The tenants agree to clean the inside and outside of the rental unit and remove all of their personal items and animals by June 30, 2013 at 1:00 p.m.
4. The tenants agree to have the rental unit carpets professionally steam-cleaned by June 28, 2013 at 4:00 p.m.
5. The landlord and tenants agree to meet at the rental unit on June 29, 2013 at 10:00 a.m. for the purpose of participating in a move-out condition inspection.
6. The tenants agree to remove the deadbolt they installed downstairs by June 28, 2013 by 1:00 p.m.
7. The tenants agree to pay the landlord the filing fee of **\$50.00 by June 15, 2013 at 1:00 p.m.** The landlord is granted a monetary order pursuant to section 67 of the *Act* in the amount of \$50.00 which will be of no force or effect if the tenants pay the landlord \$50.00 by June 15, 2013 at 1:00 p.m.
8. The parties agree to withdraw their respective applications as part of this settlement agreement.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*.

Conclusion

I order the parties to comply with the terms of their settlement agreement described above.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: May 30, 2013

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Residential Tenancy Branch

