



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, MNDC, ERP, RPP, PSF, FF

### Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution made by the tenants to cancel a notice to end tenancy for cause, for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement and to recover the filing fee from the landlords for the cost of this application. The tenant also applied for the landlords to: make emergency repairs for health and safety reasons; make repairs to the unit, site or property; and provide services or facilities required by law.

A hearing took place on August 2, 2013 which was adjourned to allow the tenants more time to prepare for the hearing as the tenants did not have the documentary evidence with them to refer to during the proceedings.

The tenants served the landlords with a copy of the application and a copy of the Notice of Hearing documents by registered mail. The landlord confirmed receipt of the documents by registered mail and based on this I am satisfied that the documents were served in accordance with the requirements of the *Residential Tenancy Act* (the “*Act*”).

One of the landlords and one of the tenants attended the conference call hearing. At the start of both hearings the tenant confirmed that she had left the rental unit and therefore withdrew her portion of the application relating to canceling the one month notice to end tenancy and the requests of the landlord to make emergency and regular repairs and provide services and facilities required by law.

### Analysis & Conclusion

Pursuant to section 63 of the *Residential Tenancy 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. During the hearing, 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 settle the dispute in full under the following terms:

1. The landlords will pay the tenants \$275.00 monetary compensation by the end of October, 2013. This amount **includes** \$25.00 towards the tenants' cost of filing the application.
2. The tenants are issued with a monetary order in the amount of \$275.00 which the tenants can serve onto the landlord after October, 2013 **if** the landlords fail to make this payment to the tenants.

During the hearing, the tenant provided the landlord with a confirmed address **only** for the purposes of the landlords to make payment to the tenants in accordance with this agreement. However, this does not change or affect any of the rights and obligations of the parties in relation to the return of the security deposit. The landlord requested that a forwarding address be provided by the tenants in writing following the hearing, within the time limits under the *Act*.

As a result, the tenant is still required to conform to the requirements of the *Act* in relation to the return of the security deposit.

For the reasons set out above, I hereby grant the tenants a monetary order in the amount of \$275.00.

This order is final and binding on the parties and may be enforced.

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: September 27, 2013

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Residential Tenancy Branch

