



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes

For the tenants: CNC CNL CNR MNDC FF

For the landlord: OPR OPL OPC FF

### Introduction

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

The landlord applied for an order of possession for unpaid rent, for landlord’s use, for cause, and to recover the filing fee. The landlord listed a monetary amount; however did not specify what the monetary amount related to in their application which will be addressed in the Preliminary and Procedural Matters section below.

The tenants applied for to cancel a 10 Day Notice to End Tenancy for Unpaid Rent, to cancel a 1 Month Notice to End Tenancy for Cause, to cancel a 2 Month Notice to End Tenancy for Landlord’s Use of Property, for a monetary order for compensation for damage or loss under the *Act*, and to recover the filing fee.

The tenants, the landlord, and agent for the landlord, LO, and a witness for the landlord, AC, attended the hearing. The parties gave affirmed testimony, were provided the opportunity to present their evidence orally and in documentary form prior to the hearing, and make submissions to me.

The parties confirmed that they received evidence from the other party and that they had the opportunity to review that evidence prior to the hearing. I find the parties were served with evidence in accordance with the *Act*.

### Preliminary and Procedural Matters

The landlord's monetary claim of \$330.00 was refused under section 59 of the *Act*, as the landlord's failed to indicate why they were applying for a monetary order in their application. As a result, the landlord is at liberty to reapply for their monetary claim; however, is reminded to indicate clearly in their application what they are claiming for and to provide a monetary breakdown of their monetary claim.

The tenants requested a monetary claim of \$55.21; however, did not specify what their monetary claim was for. During the hearing, the tenants stated the \$55.21 was for mailing costs associated with filing their application, and for costs related to paying for a notary public. I dismiss the tenants' monetary claim in full, without leave to reapply, as there is no remedy under the *Act* to recover extra costs associated with filing their application, other than the actual cost of their filing fee. I will address the filing fees below.

### Settlement Agreement

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

1. The parties agree that the tenancy will end on **December 31, 2013 at 1:00 p.m.** The landlord is granted an order of possession **effective December 31, 2013 at 1:00 p.m.** which must be served on the tenants.
2. The parties agree to withdraw their respective applications in full.
3. The parties mutually agree to withdraw the 10 Day Notice to End Tenancy for Unpaid Rent dated September 19, 2013 and the 1 Month Notice to End Tenancy for Cause dated September 19, 2013.
4. The landlord agrees that the rent for December 2013 will be waived for the tenants as compensation to the tenants for the 2 Month Notice to End Tenancy for Landlord's Use of Property (the "2 Month Notice") issued by the landlord dated September 7, 2013. The parties acknowledge that the tenancy is ending on December 31, 2013 by mutual agreement related to the 2 Month Notice issued by the landlord which includes the mutually agreed upon effective vacancy date of December 31, 2013.

5. Both parties agree to waive their filing fee as part of this mutually settled agreement.

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

### Conclusion

I order the parties to comply with their mutually settled agreement described above.

The landlord is at liberty to reapply for their monetary claim.

The tenants' monetary claim is dismissed in full.

The landlord is granted an order of possession effective December 31, 2013 at 1:00 p.m. This order must be served on the tenants and may be filed in the Supreme Court of British Columbia and enforced as an order of that court.

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: November 01, 2013

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Residential Tenancy Branch

