



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC, CNC, ERP, FF, MNDC, MNR, OLC, PSF, RP, RR

Introduction

This hearing was convened by way of conference call in response to an application made by the landlords for an Order of Possession for cause. The tenants applied for the following issues:

- To cancel the notice to end tenancy
- Make regular repairs and emergency repairs to the unit for health and safety reasons
- Money owed or compensation for damage or loss under the Residential Tenancy Act (referred to as the “Act”)
- Cost of emergency repairs
- Comply with the Act, regulation or tenancy agreement
- Provide service or facilities required by law
- Allow the tenant to reduce rent for repairs, services or facilities agreed upon but not provided
- To recover the filing fee from the landlord for the cost of the application

The landlords appeared for the hearing with an agent and the tenants appeared. No issues in relation to the service of the hearing documents and evidence under the Act were raised by any of the parties. The landlord and tenant both provided affirmed testimony during the hearing and documentary evidence in advance of the hearing.

At the start of the hearing, the landlords and tenants indicated that they were willing to settle their respective disputes as part of this hearing.

Analysis & Conclusion

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. 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 disputes.

Both parties agreed to settle their respective disputes in full under the following terms:

1. The landlords and tenants agreed to end the tenancy on April 30, 2013. As a result, the landlord is issued with an Order of Possession which is **only** effective for 1:00 p.m. on April 30, 2014 which the landlord can serve onto the tenants **if** they fail to move out on this date and time.
2. The landlord agreed to compensate the tenant 7 weeks' worth of rent. This will be achieved by the tenant in the following way: the tenants will pay rent in the amount of \$150.00 on March 1, 2014; the tenants will not pay any rent for April 30, 2014. The tenants are still required to pay full rent for February, 2014.
3. The parties agreed to continue to work together in promoting a successful tenancy; this will be achieved by the landlords agreeing to provide power for the shed lights and motion detector. The parties also agreed to not blocking any of the vehicles in on any of the driveways around the property and allowing access in and out for vehicles for the remainder of the tenancy.

The landlord and tenant are cautioned that the rights and obligations for the return of the security deposit at the end of the tenancy are still in effect.

For the reasons set out above, I hereby grant an Order of Possession in favour of the landlord effective **April 30, 2014 at 1:00 p.m.**

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: January 15, 2014

Residential Tenancy Branch

