



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNDC, FF
MNDC, ERP, RP, OLC, FF, SS

Introduction

This hearing concerns 2 applications: i) by the landlord for a monetary order as compensation for damage or loss under the Act, Regulation or tenancy agreement / and recovery of the filing fee; and ii) by the tenants for a monetary order as compensation for damage or loss under the Act, Regulation or tenancy agreement / an order instructing the landlord to make emergency repairs for health or safety reasons / an order instructing the landlord to make repairs to the unit, site or property / an order instructing the landlord to comply with the Act, Regulation or tenancy agreement / recovery of the filing fee / and permission to serve documents or evidence in a different way than required by the Act. Both parties attended and gave affirmed testimony.

Issue(s) to be Decided

Whether there is entitlement to the above under the legislation or tenancy agreement.

Background and Evidence

Pursuant to a written tenancy agreement, the fixed term is from July 1, 2013 to June 30, 2014. Monthly rent is \$1,460.00 and a security deposit of \$730.00 was collected.

Miscellaneous issues have arisen between the parties during the tenancy. Concerns described by the tenants include, but are not necessarily limited to “malfunctioning fobs and constant knocking noise in the pipes above a baseboard heater located in our bedroom.” In summary, the landlord considers that the tenants’ claims are comprised of “repeated false accusations and demands for repairs where no repairs are required.” During the hearing the parties undertook to resolve their dispute.

Analysis

Section 63 of the Act speaks to the **Opportunity to settle dispute**, and provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion led to a resolution and it was specifically agreed as follows:

RECORD OF SETTLEMENT

- that despite the tenancy agreement which provides that the fixed term of tenancy ends on June 30, 2014, the tenants will vacate the unit by no later than **Wednesday, April 30, 2014**, and an **order of possession** will be issued in favour of the landlord to that effect;
- the specific agreement set out immediately above, serves as **full and final settlement** of all issues in dispute for both parties which arise out of this tenancy and which are presently before me.

As the end of tenancy nears, the attention of the parties is drawn to the following particular sections of the Act:

Section 23: **Condition inspection: start of tenancy or new pet**

Section 35: **Condition inspection: end of tenancy**

Section 37: **Leaving the rental unit at the end of a tenancy**

Section 38: **Return of security deposit and pet damage deposit**

Conclusion

I hereby issue an **order of possession** in favour of the landlord effective not later than **Wednesday, April 30, 2014**. This order must be served on the tenants. Should the tenants fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

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: February 19, 2014

Residential Tenancy Branch

