



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR, CNR, FF

### Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution made by both the Landlord and the Tenants. The Landlord applied for an Order of Possession and a Monetary Order for unpaid rent or utilities and to recover the filing fee. The Tenants applied to cancel the notice to end tenancy for unpaid rent and utilities and to recover the filing fee.

The Landlord and all the Tenants appeared for the hearing and no issues in relation to the service of the Notice of Hearing documents and a copy of the applications were raised by any of the parties.

Both parties had also supplied documentary evidence prior to the hearing; however, I did not consider the Landlord's evidence as this had not been served to the Tenants within the timelines stipulated by the Rules of Procedure.

At the start of the hearing the Tenants indicated that they were going to be vacating the rental suite on April 1, 2014 but disputed the evidence of the Landlord monetary claim in relation to the amount of rent owing. The Tenants testified that they had not paid rent for the months of February and March, 2014 because the Landlord owed them compensation for a reduction in the value of the tenancy due to repairs the Landlord had completed in 2013. The provisions of Section 26(1) of the Act were explained to the Tenants and their right to make an application for monetary compensation for a reduction in the value of the tenancy.

The Landlord and Tenants then voluntarily engaged in lengthy discussion regarding the unpaid rent and compensation the Landlord was willing to pay to the Tenants; both parties indicated that they were willing to settle the matters in their applications through mutual agreement to prevent another hearing that could potentially take place in the future.

### Analysis

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 both applications.

Both parties agreed to settle the dispute under the following terms:

1. The tenancy will end on **April 1, 2013 at 1:00 pm**. The Landlord is issued with an Order of Possession which is effective for this date and can be served onto the Tenants at any time and enforced if the Tenants fail to vacate the rental suite on this date and time.
2. The Landlord and Tenants agreed to settle the Landlord's monetary claim for unpaid rent in full and the Tenant's potential claim for a reduction in the value of the tenancy due to repairs, in the amount of \$1,425.00 payable by the Tenants to the Landlord.
3. The Tenants agree to allow the Landlord to keep their security deposit in the amount of \$925.00 in partial payment of this agreed amount.
4. The remaining \$500.00 is payable by the Tenants to the Landlord after receipt of this decision by the parties.
5. The Landlord is issued with a Monetary Order in the amount of \$500.00 which is enforceable if the Tenants fail to make payment in accordance with the above agreed terms.

This agreement and orders are fully binding on the parties and is in full and final satisfaction of **all** the issues associated with the tenancy documented above.

The Tenants are cautioned that the requirement of Section 37(2) of leaving the rental suite at the end of a tenancy still applies.

### Conclusion

For the reasons set out above, I hereby grant an Order of Possession in favor of the Landlord effective **April 1, 2014 at 1:00 pm**. This order may then be filed and enforced in the Supreme Court as an order of that court.

I further grant a Monetary Order in the amount of **\$500.00** in favor of the Landlord pursuant to Section 67 of the Act. This order must be served on the Tenants and may

be filed in the Provincial Court (Small Claims) and enforced as an order of that court if the Tenants fail to make payment in accordance with the above agreed conditions.

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: March 26, 2014

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Residential Tenancy Branch

