



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, OPC, OPL, MND, MNDC, MNSD, FF
CNC

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution made by both the Landlords and the Tenant. The Landlords applied for an Order of Possession based on: unpaid rent and utilities; cause; and the Landlords' use of the property. The Landlords also applied for a Monetary Order for: damage to the rental unit; for money owed or compensation for damage or loss under the *Residential Tenancy Act* (the "Act"), regulation or tenancy agreement; to keep the Tenant's security deposit; and to recover the filing fee. The Tenant applied to cancel the notice to end tenancy for cause.

Three Landlords appeared for the hearing along with the Tenant who appeared with an advocate. No issues in relation to the service of the Notice of Hearing documents, the evidence and the three notices to end tenancy were raised by the parties.

At the start of the hearing the Tenant agreed that she was willing to leave the tenancy based on the notice to end tenancy for Landlord's use of the property providing the Landlords pay her the compensation that she is eligible under the provisions of the notice as she had already paid for May, 2014 rent. The Landlords were agreeable to the Tenant's proposal.

The Landlords and Tenant then voluntarily engaged in lengthy discussion regarding the Tenant's security deposit and 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 in relation to damage to the rental unit.

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 Landlords and Tenants agreed that the tenancy will end on **May 31, 2014 at 1:00 pm** in accordance with the notice to end tenancy for Landlord's use of the property served on March 28, 2014.
2. The Landlords are issued with an Order of Possession which is effective for this date and can be served to the Tenant at any time and enforced if the Tenant fails to vacate the rental suite on this date and time.
3. The Landlord agreed to pay the Tenant the compensation due under the notice to end tenancy for Landlord's use of the property, in the amount of \$450.00 after the tenancy ends.
4. The Tenant agreed to allow the Landlords to keep her security deposit in the amount of \$225.00 in full and final satisfaction of the Landlord's claim for damages to the rental unit.

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

Conclusion

For the reasons set out above, I hereby grant an Order of Possession in favor of the Landlord effective **May 31, 2014 at 1:00 pm**. This order may then be filed and enforced in the Supreme Court 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: May 02, 2014

Residential Tenancy Branch

