



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD, MNDC, FF, O
CNR, PSF, LRE, FF, O, MT

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the "Application") made by both the Landlords and the Tenants.

The Landlords applied for an Order of Possession and a Monetary Order for: unpaid rent and utilities; for money owed or compensation for damage or loss under the *Residential Tenancy Act* (the "Act"), regulation or tenancy agreement; to keep the Tenants' security deposit; and to recover the filing fee. The Landlords also applied for 'Other' issues being the loss of a missing fireplace.

The Tenants applied: to cancel the notice to end tenancy and allow more time to dispute the notice to end tenancy; for unpaid rent or utilities; for the Landlord to provide services or facilities required by law; to suspend or set conditions on the Landlord's right to enter the rental unit; to recover the filing fee; and for 'Other' issues of which none were determined during the hearing.

One of the Landlords and both Tenants appeared for the hearing and I was satisfied that both parties had served a copy of their Application and Notice of Hearing documents to each other in accordance with the Act.

However, the Tenants confirmed that they had not served the Landlord with a copy of their written and photographic evidence submitted to the Residential Tenancy Branch prior to the hearing, as explained in the fact sheet that accompanied the hearing documents which were issued and served to the Tenants. Therefore, I was unable to consider the Tenants' written evidence as it did not meet the requirements of the Rules of Procedure.

During the hearing, the Tenants indicated that they would be vacating the tenancy at the end of June, 2014 and both parties were agreeable to the issuing of an Order of Possession to the Landlords for the tenancy to end at the end of June, 2014.

In relation to the remaining issues on both parties' Applications, which centered on the Landlord's monetary claim, the parties decided during the hearing to settle the matters through a mutual agreement.

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 Landlord and Tenants agreed that the tenancy will end on **June 30, 2014 at 1:00 pm.**
2. The Landlords are issued with an Order of Possession which is effective for this date and can be served to the Tenants at any time and enforced if the Tenants fail to vacate the rental suite on this date and time.
3. The Tenants agreed to settle the Landlord's monetary claim for unpaid rent for a total amount of \$2,000.00.
4. The Tenants agreed that the Landlords can keep the Tenants' security deposit of \$525.00 in partial satisfaction of the above amount, leaving an outstanding balance of \$1,475.00.
5. The Landlord agreed that the Tenants can make the remaining payment in partial amounts.
6. The parties agreed that the first payment will be made in June or July, 2014 in the amount of \$1,050.00.
7. The Tenants are then to ensure that the Landlords receive monthly payments of \$50.00 thereafter until the debt is fully paid. The monthly payments are to be received (not issued) by the Landlords by the end of each respective month.
8. The Landlords are issued with a Monetary Order in the amount of \$1,475.00, which can be enforced **if** the Tenants fail to make the payments in the manner agreed above.
9. As a result, both parties are cautioned to keep detailed written records of any transactions that are made with regards to the above terms of the agreement.

Conclusion

For the reasons set out above, I hereby grant an Order of Possession in favor of the Landlords effective **June 30, 2014 at 1:00 pm**. This order may then be filed and enforced in the Supreme Court as an order of that court.

For the reasons set out above, I hereby grant the Landlords a Monetary Order in the amount of **\$1,475.00**. This order is final and binding on the parties and may be enforced in the Small Claims Court as an order of that court if the Tenants fail to make the payments in accordance with the above terms and conditions.

As the tenancy is due to terminate at the end of this month, I dismiss the Tenant's Application for the Landlord to provide services or facilities required by law and suspend or set conditions on the Landlord's right to enter the rental unit.

The Landlord's Application for money owed or compensation for the potential loss of the fireplace is dismissed with leave to re-apply at the end of the tenancy. The Landlord is also at liberty to make a claim for any damages to the rental suite after the tenancy ends. As a result, the Tenants are cautioned with respect to their obligation under Section 37(2) (a) of the Act in leaving the rental suite reasonably clean and undamaged at the end of the tenancy.

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: June 09, 2014

Residential Tenancy Branch

