



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      OPR, MNR, MND, MNSD, MNDC

### Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the "Application") made by the Landlords for an Order of Possession and a Monetary Order for: unpaid rent and utilities; 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; and to keep the Tenant's security deposit.

One of the Landlords and the Tenant appeared for the hearing and provided affirmed testimony. The Tenant confirmed receipt of the Landlords' Application by registered mail which I determined had been served in accordance with the Act.

During the hearing, the Tenant explained that she had an intention to leave the tenancy and acknowledged that she was in rent arrears. However, the parties decided that it was in their best interest to settle this matter 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. At the end of the hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of the Landlord's Application.

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

1. The Landlord and Tenant agreed that the tenancy will end on **August 25, 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 Tenant at any time and enforced if the Tenant fails to vacate the rental suite on this date and time.
3. The Tenant agreed to settle the Landlord's monetary claim for unpaid rent for a total amount of **\$4,000.00**.
4. The Landlord is able to keep the Tenant's security deposit in the amount of **\$500.00** in partial satisfaction of the above agreed amount. This leaves a balance outstanding of **\$3,500.00** payable by the Tenant to the Landlords.
5. The Landlords are issued with a Monetary Order in the amount of \$3,500.00 which can be enforced if the Tenant fails to make this payment.

As the tenancy has not ended at the time of writing this decision, I dismiss the Landlord's application for damages to the rental suite with leave to re-apply; the Landlord is at liberty to make an Application for damages to the rental unit if the Tenant fails to leave the rental suite clean and undamaged at the end of the tenancy pursuant to Section 37(2) of the Act.

#### Conclusion

For the reasons set out above, I hereby grant an Order of Possession in favor of the Landlords effective **August 25, 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 **\$3,500.00**. 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 Tenant fails to make payment(s).

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: August 11, 2014

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Residential Tenancy Branch

