



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes

OPR MND MNR FF  
MT CNC MNDC MNSD OPT AAT LAT O SS FF

### Preliminary Issues

During the teleconference hearing scheduled to hear the matters pertaining to the Tenant's application, the Landlord affirmed that she agreed to settle the matters pertaining to her application that was scheduled to be heard on October 15, 2014. Accordingly, I joined the Landlord's application for Dispute Resolution with the Tenant's application for Dispute Resolution, in accordance with section 64 of the Act.

During the course of this proceeding the Tenant affirmed that his girl friend, I.M.L. was not listed as a tenant on the written tenancy agreement. Accordingly, I find I.M.L. to be an occupant, with no rights or obligations under the *Residential Tenancy Act*. Therefore, I find I.M.L. is not a party to this dispute. Accordingly, I.M.L.'s name was removed as applicant to this dispute and from the style of cause on this Decision, pursuant to section 64 of the Act.

### Introduction

This hearing dealt with an Application for Dispute Resolution filed by both the Landlords and the Tenant. The Landlords filed their application on August 13, 2014 and the Tenant filed his application on August 20, 2014.

At the outset of the hearing I explained how the hearing would proceed and the expectations for conduct during the hearing, in accordance with the Rules of Procedure. Each party was provided an opportunity to ask questions about the process however, each declined and acknowledged that they understood how the conference would proceed.

The Landlords were represented by Landlord M.H. who affirmed that she was at the hearing to represent both Landlords. Therefore, for the remainder of this decision, terms or references to the Landlords importing the singular shall include the plural and vice versa.

Issue(s) to be Decided

Have the parties agreed to settle the matters pertaining to each of their applications?

Background and Evidence

It was undisputed that the parties executed a written tenancy agreement for a month to month tenancy that commenced on June 1, 2014. The Tenant was required to pay rent of \$800.00 on the 31<sup>st</sup> of each month and on May 29, 2014 the Tenant paid \$400.00 as the security deposit.

During the course of this proceeding the parties agreed to settle the matters on both the Landlords' and the Tenant's applications.

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 their dispute on the following terms:

- 1) The Landlords agree to withdraw their application for Dispute Resolution in support of this settlement agreement;
- 2) The Tenant agrees to withdraw his application for Dispute Resolution in support of this settlement agreement;
- 3) The Landlords agree to pay the Tenant \$1,000.00 no later than 5:00 p.m. Wednesday September 17, 2014;
- 4) The Landlords agree to pay the Tenant an additional \$1,000.00, which consists of \$600.00 + \$400.00 security deposit return, on September 30, 2014, at 1:00 p.m.; and
- 5) The parties mutually agree to end this tenancy effective September 30, 2014 at 1:00 p.m., at which time the Tenant will return vacant possession to the Landlords.

Both parties agreed that this settlement agreement constituted a final and binding resolution of all issues currently in dispute from the onset of this tenancy to September 16, 2014.

In support of this settlement agreement the Landlords will be issued an Order of Possession and the Tenant will be issued a Monetary Order.

### Conclusion

The parties agreed to settle these matters, pursuant to section 63 of the Act.

The Landlords have been issued an Order of Possession effective **September 30, 2014, after service upon the Tenant**. In the event that the Tenant does not comply with this Order it may be filed with the Province of British Columbia Supreme Court and enforced as an Order of that Court.

The Tenant has been issued a Monetary Order for **\$2,000.00**. This Order is legally binding and must be served upon the Landlords. In the event that the Landlords do not comply with the payment arrangements set out in the settlement agreement, this Order it may be filed with the Province of British Columbia Small Claims Court 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: September 16, 2014

---

Residential Tenancy Branch

