



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR, MNSD, FF, CNR, MNDC, RR, FF

This hearing dealt with the landlords' application pursuant to the *Residential Tenancy Act* (the Act) for:

- an order of possession for unpaid rent pursuant to section 55;
- a monetary order for unpaid rent pursuant to section 67;
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38; and
- authorization to recover their filing fee for this application from the tenant pursuant to section 72.

This hearing also dealt with the tenant's application pursuant to the Act for:

- cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) pursuant to section 46;
- a monetary order for compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67;
- authorization to obtain a return of all or a portion of his security deposit pursuant to section 38;
- an order to the landlords to make repairs to the rental unit pursuant to section 32; and
- authorization to recover his filing fee for this application from the landlords pursuant to section 72.

Both landlords and the tenant appeared. The landlord HB was present, but did not participate in the hearing. The landlord BB (the landlord) participated in the hearing on behalf of both landlords.

The landlord testified that he personally served the tenant with the dispute resolution package on 17 November 2014. The tenant admitted that he was served with the dispute resolution package. On the basis of this evidence, I am satisfied that the tenant was served with the dispute resolution package pursuant to section 89 of the Act.

The landlord testified that he posted the 10 Day Notice to the tenant's door on 5 November 2014. The tenant admitted that he received this notice. On the basis of this evidence, I am satisfied that the tenant was served with the 10 Day Notice pursuant to section 88 of the Act.

The tenant testified that he personally served the landlord with the dispute resolution package on 7 November 2014. The landlord admitted that he was served with the dispute resolution package. On the basis of this evidence, I am satisfied that the landlord was served with the dispute resolution package pursuant to section 89 of the Act.

In the course of the hearing the landlord proposed a settlement. The landlord and tenants agreed to a course of conduct.

### Analysis

Pursuant to section 63 of the Act, an 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.

During this hearing, the parties reached an agreement to settle their disputes under the following final and binding terms:

1. The tenant agreed to withdraw his application.
2. The landlords agreed to withdraw their application.
3. The landlords agreed to withdraw the 10 Day Notice.
4. The tenant agrees to return possession of the rental unit to the landlords on or before one o'clock in the afternoon on 31 December 2014.
5. The landlords and tenant agree that return of the security deposit and pet damage deposit shall be dealt with in accordance with the Act.
6. The landlords agree that within 15 days after both possession of the rental unit is returned to the landlords and after receipt of the tenant's forwarding address they will:
  - a. return the security deposit and pet damage deposit; or

- b. file a claim against the security deposit and/or pet damage deposit with the Residential Tenancy Branch.
7. The landlord and tenant agree to act in good faith with respect to the return of the security deposit and pet damage deposit.

The parties agreed and stated that they understood that these particulars comprise the full and final settlement of all aspects of their disputes for both parties.

*Preliminary Matters – Recording of Proceedings*

I note that near the conclusion of settlement discussion the tenant informed the parties on the telephone hearing that he was recording the hearing. Rule 9.1 of the *Residential Tenancy Branch Rules of Procedure* (the Rules) expressly prohibits the private recording of dispute resolution proceedings. I instruct the tenant that, in the future, he should not privately record proceedings. Should the tenant wish to have an official recording of dispute resolution proceedings, he should do so in accordance with the official recording rules set out in rule 9.2 of the Rules.

Conclusion

Both the tenant's and landlords' applications are withdrawn. The landlords' 10 Day Notice is cancelled.

Pursuant to the above agreement, I grant the landlord an order of possession effective on or before one o'clock in the afternoon on 31 December 2014. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia 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 subsection 9.1(1) of the Act.

Dated: December 15, 2014

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Residential Tenancy Branch

