



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPB, OPC, MNDC, MNSD, O, FF

### Introduction

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

- an Order of Possession for breach of an agreement and for cause pursuant to section 55;
- a monetary order for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67;
- authorization to keep all or part of the tenant's security deposit;
- other relief or compensation under the Act; and
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

Two landlords ("Landlord KH" and "Landlord RK") and the tenant attended the hearing. Both parties were given a full opportunity to be heard, to present their sworn testimony and to make submissions. The landlords sought to amend their claim to include unpaid rent. Before the conclusion of this hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

### Background and Evidence

Both parties agreed that this one year fixed term tenancy began on October 1, 2014. The rental amount is \$845.00 payable on the first of each month, according to the testimony and documentary evidence. The tenant was also required to pay utilities at the rental unit. The landlords confirmed that they continue to hold a security deposit in the amount of \$422.00 paid by the tenant on September 28, 2014.

The tenant confirmed that she received the 1 Month Notice to End Tenancy for Unpaid Rent ("the 1 Month Notice") on January 17, 2015 posted to her door. I accept the tenant was duly served with the 1 Month Notice in accordance with her testimony. The tenant confirmed receipt of the landlord's dispute resolution hearing package and notice for hearing on February 6, 2015

by registered mail. I accept that the tenant was duly served with the landlord's notice and hearing package in accordance with her testimony.

The landlords initially applied for an Order of Possession for breach of an agreement and for cause. Landlord KH testified that the tenant has not paid rent of \$845.00 due on February 1, 2015 as of the date of this hearing.

The landlords and tenant both testified that;

- the tenant did not pay utilities in full from October 2014 to the date of this hearing;
- the tenant did not pay rent on February 1, 2015;
- the tenant, on occasion, had overnight guest (her sister) with a dog in the rental unit;
- the tenancy agreement did not allow dogs within the unit;
- the tenant received written warnings with respect to overnight guests and pets from the landlord;
- the tenant faced difficult circumstances in assisting her sister with temporary housing.

### Analysis

The landlords filed for dispute resolution on the basis that they wished to end the tenancy since the tenant, in their submission, was not complying with the terms of her tenancy agreement. The tenant attended the hearing and advised that she was prepared to move out of the rental unit before the end of the month.

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. Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a decision.

### **The Parties mutually agreed as follows:**

1. The tenant agreed to pay the outstanding rental amount of \$845.00 to the landlords by March 1, 2015.
2. The tenancy will end as of 4:00 p.m. on February 28, 2015 at which time the tenant agreed to fully vacate the rental unit.
3. The tenant agreed to pay \$50.00 (the landlord's filing fee) to the landlords by March 1, 2015.
4. The landlords will retain the tenant's \$422.00 security deposit as reimbursement for unpaid utilities to the landlord.

5. These terms comprise the full and final settlement of all aspects of this dispute for both parties.

### Conclusion

To give effect to the settlement reached between the parties and as discussed at the hearing, I issue the attached Order of Possession dated February 28, 2015 to be used by the landlord **only** if the tenant fails to vacate the rental premises in accordance with their agreement. The landlord is provided with these Orders in the above terms and the tenant must be served with this Order in the event that the tenant does not vacate the premises in accordance with their agreement. Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

In order to implement the above settlement reached between the parties, I issue a monetary Order in the landlord's favour in the amount of \$895.00. I deliver this Order to the landlord in support of the above agreement for use **only** in the event that the tenant does not abide by the terms of the above settlement. The landlord is provided with these Orders in the above terms and the tenant must be served with a copy of these Orders as soon as possible after a failure to comply with the terms of the above settlement agreement. Should the tenant fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders of that Court.

To give effect to the settlement between the parties, I order the landlord to retain the tenant's security deposit.

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: March 2, 2015

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Residential Tenancy Branch

