



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPB, MND, MNSD, FF, O (Landlord's Application)
 CNR, DRI, MNDC, RR, FF (Tenants' Application)

Introduction

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

The Landlord applied for: an Order of Possession because the Tenant had breached an agreement with the Landlord; a Monetary Order for damage to the rental suite; to keep the Tenant's security deposit; to recover the filing fee; and for 'Other' issues of which none were disclosed during the hearing. The Tenants applied to: cancel a notice to end tenancy for unpaid rent; to dispute an additional rent increase; for the Landlord to reduce rent for repairs, services or facilities agreed upon but not provided; for money owed for compensation for damage or loss under the *Residential Tenancy Act* (the "Act"); and to recover the filing fee.

An agent for the Landlord and one of the Tenants appeared for the hearing and provided affirmed testimony and documentary evidence prior to the hearing. The parties acknowledged receipt of each other's Application and evidence prior to the hearing.

The parties each made submissions in relation to their Applications during the hearing. However, I offered the parties an opportunity to settle their Applications through mutual agreement. The parties engaged into a discussion, turned their minds to compromise and achieved a resolution of both Applications as follows.

Settlement Agreement

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.

The parties agreed that this tenancy will end on **March 31, 2015 at 1:00 p.m.** The Landlord is issued with an Order of Possession for this date which is enforceable **if** the Tenants fail to

provide the Landlord with vacant possession of the rental unit. This order may then be filed and enforced in the Supreme Court as an order of that court.

The Landlord agreed that the Tenants will pay rent for March 2015 in the amount of \$1,300.00 which is payable to the Landlord immediately. The Landlord is issued with a Monetary Order which is enforceable **if** the Tenant fails to make payment to the Landlord. This order may be enforced in the Provincial Court (Small Claims) as an order of that court.

Copies of the above orders are attached to the Landlord's copy of this decision. The Tenant is cautioned to retain documentary evidence of rent paid to the Landlord. The Tenant withdrew his claim for compensation for the painting costs incurred as a result of painting the rental suite. In turn, the Landlord withdrew his claim for the Tenants to repaint the rental suite and return it to its original colour at the end of the tenancy.

The parties were informed of the terms and conditions of this agreement during the hearing and were asked to confirm them at the conclusion of the hearing, which they did. This agreement and the orders are fully binding on the parties and are in **full satisfaction of both parties' Applications.**

However, the Tenants must provide the Landlord with a reasonably clean and undamaged rental unit (apart from the returning the paint colour to the original color at the start of the tenancy) in accordance with Section 37(2) of the Act. If they do not, the Landlord is at liberty to make a claim against the Tenants for their security deposit. This agreement does not affect the rights and obligations in relation to the return of the Tenants' security deposit at the end of the tenancy which are still in effect.

Conclusion

The parties agreed to settle both Applications in full satisfaction through mutual agreement. The Landlord is issued with an Order of Possession for March 31, 2015. The Tenant is required to pay rent for March 2015 immediately to the Landlord in the amount of \$1,300.00. The Landlord is issued with a Monetary Order. Both files are now closed. 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 10, 2015

Residential Tenancy Branch

