



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MT, CNR, FF

Introduction

This hearing was scheduled to convene by way of conference call this date concerning an application made by the tenants for more time to dispute a notice to end the tenancy, for an order cancelling a notice to end the tenancy for unpaid rent or utilities, and to recover the filing fee from the landlord for the cost of the application.

The landlord and one of the tenants attended the hearing, who represented both named tenants.

The parties were given the opportunity to discuss settlement of this dispute, and agreed to the following facts:

1. The landlord has served the tenants with a 2 Month Notice to End Tenancy for Landlord's Use of Property;
2. As a result of that notice, the tenancy is ending on March 31, 2015;
3. The tenants received the compensation required under the *Residential Tenancy Act* as a result of that notice by paying no rent for the month of February, 2015;
4. The landlord was ordered in a Decision of the director dated February 06, 2015 to make repairs to the rental unit;
5. The landlord has been ordered in Decision of the director dated February 06 2015 to pay to the tenants the sum of \$2,070.00 but has not yet paid any amount to the tenants;
6. The tenants have not paid any rent for the month of March, 2015, leaving a balance of rent owed to the landlord of \$850.00;
7. The difference between the amounts owed by the parties is in favour of the tenants in the amount of \$1,220.00;
8. The landlord served the tenants with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated February 11, 2015.

The parties agree to the following orders:

1. The 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated February 11, 2015 is hereby cancelled;
2. The landlord will pay to the tenants the sum of \$1,220.00 by way of bank draft today in full satisfaction of the order dated February 06, 2015;
3. The landlord will provide the tenants with a letter of reference for prospective landlords today;
4. The bank draft and letter of reference will be left in the tenants' mailbox today;
5. If the landlord fails to do so, the tenants will be at liberty to apply for further monetary compensation respecting the landlord's failure to make repairs and damages;
6. The parties will deal with the security deposit in accordance with the *Residential Tenancy Act*.

Conclusion

For the reasons set out above, and by consent, I hereby order the parties to comply with the orders above.

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 17, 2015

Residential Tenancy Branch

