



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNR, OPR, MNR, MNDC, FF

### Introduction

This hearing dealt with applications from both the landlords and the tenants under the *Residential Tenancy Act* (the *Act*). The landlords applied for:

- an Order of Possession for unpaid rent pursuant to section 55;
- a monetary order for unpaid rent and for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67; and
- authorization to recover their filing fee for this application from the tenant pursuant to section 72.

The tenant identified Landlord GP in her application to cancel Landlord GMP's 10 Day Notice to End Tenancy (the 10 Day Notice) pursuant to section 46 of the *Act*.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another. Landlord AG (the landlord) confirmed that she was acting on authorization from the co-landlord, GMP, and that she had full authorization to act on GMP's behalf.

At the commencement of the hearing, both parties confirmed that this tenancy ended on March 31, 2015, at which time possession of the rental unit was transferred to the landlords. The tenant withdrew her application to cancel the 10 Day Notice and the landlord withdrew the landlords' application to obtain an Order of Possession based on the 10 Day Notice. Both of these applications are hereby withdrawn.

The tenant confirmed that she was handed the 10 Day Notice on March 6, 2015. The landlord testified that on or about March 15, 2015, Landlord GMP received a copy of the tenant's dispute resolution hearing package by registered mail. The tenant also confirmed that she received a copy of the landlords' dispute resolution hearing package sent by the landlords by registered mail on March 13, 2015. The tenant also testified that she received the landlords' written evidence package. I find that all of the above

documents have been served to one another as required under sections 88 and 89 of the *Act*.

### Issues(s) to be Decided

Are the landlords entitled to a monetary award for unpaid rent and losses arising out of this tenancy? Are the landlords entitled to recover the filing fee for this application from the tenant?

### Background and Evidence

This one-year fixed term tenancy agreement was signed on March 3, 2014, for a period commencing on April 1, 2014. Monthly rent was set at \$1,300.00, payable on the first of each month. The parties confirmed that the landlords have returned the tenant's \$650.00 security deposit paid on March 6, 2014.

The parties agreed that the issues in dispute were the landlords' claim for a monetary award of \$2,150.00, reduced at the hearing to \$2,100.00. This amount included \$650.00 for unpaid rent owing from March 2015, \$1,300.00 for loss of rent for April 2015, and the recovery of the landlords' \$50.00 filing fee. At the hearing the landlord testified that the property was sold on March 11, 2015, with a closing date of June 1, 2015.

### 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.

Both parties agreed to the following final and binding resolution of all issues in dispute arising out of this tenancy:

1. The tenant agreed to pay \$675.00 to the landlords by July 1, 2015.
2. Both parties agreed that the tenant's agreement to pay the landlords \$675.00 by July 1, 2015 constituted a final and binding resolution of all monetary issues arising out of this tenancy.
3. Both parties agreed to withdraw their applications with respect to the 10 Day Notice issued to the tenant on March 6, 2015.
4. Both parties agreed that the above-noted terms of settlement constituted a final and binding resolution of all issues in dispute and arising out of this tenancy for both parties.

### Conclusion

In order to implement the above settlement reached between the parties, I issue a monetary Order in the landlords' favour in the amount of \$675.00. I deliver this Order to the landlords 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 landlords are 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.

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: April 15, 2015

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Residential Tenancy Branch

