



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNDC, MNSD, OPB, CNC, CNL, LAT, MNDC, RR, RR

Introduction

This hearing was convened in response to applications by the landlord and the tenants.

The landlords' application is seeking orders as follows:

1. For an order of possession;
2. For a monetary order for damages to the unit;
3. For a monetary order for money owed or compensation for damage or loss under the Act;
4. To keep all or part of the security deposit; and
5. To recover the cost of filing the application.

The tenants' application is seeking orders as follows:

1. To cancel a Notice to End Tenancy for Cause;
2. For a monetary order for money owed or compensation for damage or loss under the Act;
3. For the return of all or part of the security deposit or pet damage deposit;
4. To obtain an order of possession of the unit;
5. To authorize the tenant to change the locks to the rental unit;
6. To allow a tenant to reduce rent for repairs, services or facilities agreed upon but not provided;
7. To serve documents in a different manner than required by the Act; and
8. To recover the cost of filing the application.

Both parties appeared, gave testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing.

Preliminary matters

In this case both parties are seeking monetary compensation. Neither party has provided a detail calculation or any other information that would indicate how they arrived at the amount claimed in their respective applications. Section 59 (2) of the Act states an application for dispute resolution must include full particulars of the dispute that is to be the subject of the dispute resolution proceedings, which would include a

detail monetary calculation as the principles of natural justice require that a person be informed and given particulars of the claim against them.

Further, Rule 2.3 of the Residential Tenancy Branch Rules of Procedure authorizes me to dismiss unrelated disputes contained in a single application. In these circumstances both parties have indicated several matters of dispute in their respective applications. The most urgent of which is the application to set aside the Notice to End Tenancy.

I find that not all the claims on this Application for Dispute Resolution are sufficiently related to be determined during these proceedings. I will, therefore, only consider the tenants' request to set aside the Notice to End Tenancy and the landlord request for an order of possession. The balances of their respective claims are dismissed, with leave to reapply.

Issues to be Decided

Should the, be 1 Month Notice to End Tenancy for Cause, issued on March 31, 2015, cancelled?

Is the landlord entitled to an order of possession?

Settlement

During the hearing the parties agreed to settle the issues to be decided, on the following conditions:

1. The parties agreed that the 1 Month Notice to End Tenancy for Cause, is cancelled and has no force or effect;
2. The parties agreed that the tenancy is legally ending based on a 2 Month Notice to End Tenancy for Landlord's Use of Property, issued on March 3, 2015;
3. The parties agreed that the landlord's agent and real estate agent will attend the rental unit on May 30, 2015, at 8:00am to conduct the move-out condition inspection with the tenants. The parties agreed that the landlord is entitled to an order of possession effective on above noted date;
4. The parties agreed that the tenants have received compensation equal to one month rent for receiving the 2 Month Notice to End Tenancy; and
5. The parties agreed that the tenants owe a prorated rent from May 15 to May 30, 2015, in the amount of \$664.00. The tenants will drop of the amount owed at the real estate office, attention to landlord no later than 3:30 pm on May 22, 2015.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*.

As both parties paid a filing fee, I decline to award the recovery of the filing fee to either party, as they would simply offset each other's.

Conclusion

As a result of the above settlement, the landlord is granted an order of possession and a monetary order, should the tenants fail to comply with the settlement agreement.

The balances of their respective claims are dismissed with leave to reapply.

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: May 20, 2015

Residential Tenancy Branch

