



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, O, FF (Landlords' Application)
 OLC, LRE, O (Tenant's 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 Landlords and Tenant. The Landlords applied for: 'Other' issues being an Order of Possession based on a Tenant's notice to end tenancy; money owed or compensation for damage or loss under the *Residential Tenancy Act* (the "Act"), regulation or tenancy agreement; and, to recover the filing fee from the Tenant.

The Tenant applied for the Landlords to comply with the Act, regulation or tenancy agreement; to suspend or set conditions on the Landlord's right to enter the rental unit; and for 'Other' issues being that the Landlords forced the Tenant to end the tenancy.

Both parties appeared for the hearing and provided affirmed testimony as well as written evidence prior to the hearing. The parties acknowledged each other's Application and confirmed receipt of each other's' written evidence; however, the Tenant did not provide the Residential Tenancy Branch with the second portion of her evidence prior to the hearing. Therefore I declined to consider this portion of the evidence during the hearing.

The hearing process was clearly explained to the parties and they had no questions about the proceedings. The Landlords wanted to end the tenancy based on the Tenant's notice to end the tenancy. However, the Tenant submitted that the notice she provided to the Landlord to end the tenancy was done under duress.

Both parties were given a full opportunity to present evidence in relation to this issue. During the hearing, the Tenant disclosed that she had submitted a monetary claim along with her evidence against the Landlords. However, I determined that the Tenant had not indicated this on her Application or amended her Application pursuant to Rule 2.11 of the Rules of Procedure. Therefore, I was unable to make any legal findings on the Tenant's request for monetary compensation.

The Landlords stated they had made their monetary claim in response to the Tenant's monetary claim in her written evidence, which also included unpaid rent and utilities.

After the parties had provided their evidence in relation to the ending of the tenancy, I offered the parties an opportunity to settle the matters in full and final satisfaction of all of the issues associated with this tenancy in an effort to provide the parties finality to the issues. The Landlords indicated that they were in favor of agreeing to give more time for the Tenant to move out of the rental unit and that this hinged on the parties monetary claims for compensation being withdrawn and dismissed **without** leave to re-apply apart from the Landlord's monetary claim for unpaid rent. After much discussion, the parties agreed to end the tenancy and deal with both Applications as follows.

Analysis & Conclusion

Section 63 of the Act states that an 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. As a result, an agreement under the following terms and conditions was reached between the parties.

1. The Landlords and Tenant agreed that the tenancy will end at 1:00 p.m. on June 1, 2015.
2. The Tenant agreed to pay April 2015 rental arrears in the amount of \$1,100.00 and \$35.00 in utilities before May 15, 2015 which is the day rent is due.
3. The Landlords agreed that the Tenant will pay \$567.50 for rent and utilities on May 15, 2015 for the remainder of the tenancy.
4. The parties agreed that the Landlords will be issued with a conditional Order of Possession effective two days after service on the Tenant. However, the Order of Possession can only be enforced if the Tenant fails to pay the above amounts for rent and utilities by the dates stipulated above, or if the Tenant fails to vacate the rental unit by June 1, 2015.
5. The Landlord and Tenant agreed that no further monetary claims will be permitted by either party as this agreement was being made in full and final satisfaction of the issues in this tenancy. As a result, the monetary claims are dismissed without leave to reapply; however, the Landlord is at liberty to make a monetary claim if there are rental arrears remaining at the end of the tenancy.

The rights and obligations for the return of the Tenant's security deposit at the end of the tenancy are not affected by this agreement and are still in force and effect.

The parties confirmed the above terms and conditions both during the hearing and at the conclusion of the hearing.

The Landlord is granted an Order of Possession. If this is required for enforcement then a copy of this decision should be served with a copy of the order provided to the Landlord with this decision.

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 11, 2015

Residential Tenancy Branch

