



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPB, FF, O

Introduction

This hearing dealt with the landlords' application pursuant to the *Residential Tenancy Act* (the Act) for:

- an order of possession for breach of a material term pursuant to section 55;
- authorization to recover their filing fee for this application from the tenant pursuant to section 72; and
- an "other" remedy.

The landlord ZA (the landlord) appeared. The landlord confirmed that she had authority to act on behalf of her co-landlord. The landlord was assisted by her son, AA. The tenant appeared. The tenant was accompanied by her agent.

None of the parties in attendance raised any issues with service of evidence.

The parties had entered into a series of successive fixed-term tenancies. In the course of the hearing the parties were able to reach a settlement that would enable the tenancy to continue on a month-to-month basis under mutually agreed to terms.

Analysis

Pursuant to section 63 of the Act, 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. 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. During this hearing, the parties reached an agreement to settle their dispute under the following final and binding terms:

1. The landlords agreed to withdraw their application.

2. The parties agreed that the tenancy would be governed by the following tenancy agreement, which for ease of reference, is developed in contrast to the tenancy agreement entered into 31 December 2014 (the 2014 Agreement):
 - a. The terms on page 1 of the 2014 Agreement are unchanged.
 - b. The terms on page 2 of the 2014 Agreement are changed as follows:
 - i. Clause 2: The terms of clause 2 are changed such that the tenancy starts on 1 May 2015 on a month-to-month basis.
 - ii. Clause 3(a): The terms of clause 3(a) are changed such that monthly rent of \$750 is payable on the first of the month.
 - iii. Clause 3(b): The terms of clause 3(b) are left the same except the additional information is changed to read “no smoking in unit, no laundry in unit, no parking provided, use of back yard, tenant to contribute \$25.00/month for hydro use.”
 - c. The terms on page 3 of the 2014 Agreement are unchanged.
 - d. The terms on page 4 of the 2014 Agreement are unchanged.
 - e. The terms on page 5 of the 2014 Agreement are unchanged.
 - f. The terms on page 6 of the 2014 Agreement are changed such that the agreement is entered into on 28 May 2015.
3. The parties agree that the tenancy is for the occupation of the tenant and her three children.
4. The parties agree that May and June rent will be paid in cash and that the landlords will issue receipts for these payments.
5. The tenant agrees that she will set up direct payment of her rent from the Province to the landlord effective 1 July 2015.

The tenant stated she understood all the terms of this agreement. The landlord stated that she understood the terms of this agreement. The parties agreed that these particulars comprise the full and final settlement of this dispute for both parties.

Conclusion

The landlords' application is withdrawn. The tenancy will continue on the terms set out above until it is ended in accordance with the Act.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under subsection 9.1(1) of the Act.

Dated: May 28, 2015

Residential Tenancy Branch

