



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPC, MNSD, MNDC, FF; CNC

### Introduction

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

- an order of possession for cause pursuant to section 55;
- a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67;
- authorization to retain all or a portion of the tenants' security deposit and pet damage deposit (the deposits) in partial satisfaction of the monetary order requested pursuant to section 38; and
- authorization to recover her filing fee for this application from the tenant pursuant to section 72.

This hearing dealt also with the tenants' application pursuant to the Act for cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 47.

Both the tenants the landlord appeared.

In the course of the hearing the parties were able to reach an agreement on the end of the tenancy, payment of certain strata fines and conditional return of a portion of the deposits.

### 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 tenants agreed to withdraw their application.
2. The landlord agreed to withdraw her application.
3. The landlord agreed to withdraw the 1 Month Notice.
4. The tenants agreed to vacate the rental unit on or before five o'clock in the evening on 1 August 2015.
5. The tenants agreed that the landlord could retain \$600.00 from the deposits in satisfaction of the strata fines issued to date.
6. The landlord agreed that if the tenants are able to have the strata reverse any of the fined amounts, the landlord will make a corresponding refund to the tenants.
7. The landlord agreed that if the condition of the rental unit on the day of the inspection was satisfactory, the landlord would return \$600.00 of the deposits that day by cheque.

The tenant CS stated that she understood the terms of the agreement, understood the agreement was final and binding, and agreed to the agreement. The tenant CS stated that she had authority to bind the tenant NH to the agreement and did on her behalf. The landlord stated that she understood the terms of the agreement, understood the agreement was final and binding, and agreed to the agreement.

The landlord indicated that she may be willing to delay enforcement of the order of possession until the end of August. The tenant CS and the landlord were going to make arrangements in respect of this after the hearing. I cautioned the landlord that to avoid reinstating the tenancy she should only accept payment for August on the basis of the tenants' "use and occupancy only" and be clear that the receipt of any payment does not reinstate the tenancy.

### Conclusion

The tenants' application is withdrawn. The landlord's application is withdrawn. The landlord's 1 Month Notice is cancelled.

The attached order of possession is to be used by the landlord if the tenant(s) do(es) not vacate the rental premises in accordance with their agreement. The landlord is provided with this order in the above terms and the landlord should serve the tenant(s) with this order so that it may enforce it in the event that the tenant(s) do(es) not vacate

the premises by the time and date set out in their agreement. Should the tenant fail to comply with this order, this order may be filed and enforced as an order of the Supreme Court of British Columbia.

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: July 17, 2015

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Residential Tenancy Branch

