



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding VALHALLA APARTMENTS
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, FF (Landlord's Application)
CNR, OLC, FF (Tenants' 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 Landlord and the Tenants. The Landlord applied for an Order of Possession and a Monetary Order for unpaid rent, and to recover the filing fee. The Tenants applied to cancel the notice to end tenancy for unpaid rent.

An agent for the Landlord (the "Landlord"), a witness for the Landlord, and both Tenants appeared for the hearing. At the start of the hearing, the Tenants indicated that they were not happy in this tenancy because they felt harassed and their right to peaceful and quiet enjoyment was being jeopardized. The Landlord confirmed her desire to end the tenancy. The Tenants confirmed they had not paid rent under the written tenancy agreement because the Landlord had terminated an oral painting contract which was entered into with the female Tenant after the tenancy had started. The Tenants submitted that this was their main source of income to pay rent and they had no other means of paying it.

Before considering the evidence of both parties during the hearing, I offered the parties an opportunity to settle both Applications through mutual agreement. The parties discussed the matters between them at length, turned their mind to compromise, and achieved a resolution of both disputes.

Settlement Agreement

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.

The parties agreed to end the tenancy on September 30, 2015. As a result, the Landlord is issued with an Order of Possession effective for September 30, 2015 at 1:00 p.m. This order is enforceable in the Supreme Court of British Columbia as an order of that court **if** the Tenants fail to provide the Landlord with vacant possession of the rental unit.

In relation to the Landlord's monetary claim, the Tenants agreed that the Landlord can keep their security deposit in the amount of \$360.00 at the end of the tenancy. In addition, the Tenants will pay to the Landlord **\$2,044.00** in unpaid rent, which is inclusive of September 2015 rent. The Landlord is issued with a Monetary Order for this amount. This order may then be enforced in the Provincial Court (Small Claims) as an order of that court **if** the Tenants fail to make payment.

Copies of the above orders are attached to the Landlord's copy of this decision. The Tenants should retain documentary evidence of payment(s) made to the Landlord.

The parties agreed that the terms and conditions of this agreement were made voluntarily and in **full and final satisfaction of both parties' Applications**. The parties were asked to confirm this during and at the conclusion of the hearing, which they did. This agreement and the orders are fully binding on the parties.

Conclusion

The parties agreed to settle both Applications in full satisfaction through mutual agreement. The Landlord is issued with an Order of Possession effective for September 30, 2015. The Landlord can keep the Tenants' security deposit and the Tenants are ordered to pay the Landlord the agreed balance of rent in the amount of \$2,044.00. Both files are now closed.

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: August 27, 2015

Residential Tenancy Branch

