



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC, CNC, DRI, OLC, O, FF

Introduction

This hearing dealt with applications from both the landlord and the tenants under the *Residential Tenancy Act* ("the *Act*"). The landlord applied for an Order of Possession pursuant to section 55 of the *Act*. The tenants originally applied to cancel that 1 Month Notice as well as to dispute the rental increase and an order to have the landlord comply with the *Act*.

Both parties attended the hearing and were given an opportunity to be heard, to present sworn testimony and to make submissions. Both parties confirmed receipt of the other party's application for dispute resolution and supporting materials. Before the conclusion of this hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Background and Evidence

This tenancy began in October 2012 with a monthly rental amount of \$750.00 payable on the first of each month. As of January 1, 2015, the rent was increased to \$825.00 payable on the first of each month. The landlord testified that she continues to hold a \$375.00 security deposit paid by the tenants at the outset of this tenancy.

The landlord submitted evidence to show that there had been difficulties related to this tenancy, particularly in regard to the tenants leaving campfires unattended in their backyard. The tenants testified that they believed the landlord was planning to use the rental unit for a family member but that she had failed to file the appropriate notice pursuant to the *Act* to do so. However, the tenants conceded that they intended to vacate the residence in all of the circumstances. The tenants testified that they will attempt to vacate the residence and empty the rental unit of their possessions before September 15, 2015 if possible to further accommodate the landlord.

Analysis

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. Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a decision:

The Parties mutually agreed as follows:

1. The tenants agreed to pay to the landlord the outstanding rental amount of \$825.00 to the landlord on or before September 30, 2015.
2. The tenants agreed to vacate the rental unit on or before September 15, 2015 at one in the afternoon.
3. The tenants agree to ensure that all tenant possessions currently in the rental will be removed on or before September 15, 2015.
4. The tenants agree to ensure that all vehicles and other tenant possessions currently on the outdoor property of the residential premises will be removed from the property on or before September 15, 2015.
5. The parties agree that the landlord may retain the tenants' \$375.00 security deposit to compensate the landlord for expenses related to September 2015.
6. The parties agree that the tenant will pay for professional carpet cleaning on or before September 15, 2015.
 - a. The tenants agree to provide a receipt to the landlord for the professional carpet cleaning on or before September 15, 2015.
7. These terms comprise the full and final settlement of all aspects of this dispute for both parties.

Conclusion

To give effect to the settlement reached between the parties, I order the landlord retain the tenants' \$375.00 security deposit.

To further give effect to the settlement reached between the parties and as discussed at the hearing, I issue the attached Order of Possession to be used by the landlord **only** if the tenant fails vacate the residence by September 15, 2015 in accordance with their agreement. The landlord is provided with this Order in the above terms and the tenant(s) must be served with this Order in the event that the tenant(s) do not vacate the premises in accordance with their agreement. Should the tenants fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

To give effect to the monetary portion of the settlement reached between these parties, I issue a monetary order in favor of the landlord in the amount of \$825.00 dated September 30, 2015 to be used only if the tenant fails to pay \$825.00 on or before this date. The landlord is provided with this Order in the above terms and the tenant(s) must be served with this Order as soon as possible after any failure to abide by the monetary terms of their settlement agreement. Should the tenant(s) fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders of that Court.

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: September 01, 2015

Residential Tenancy Branch

