



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

For the tenants: DRI CNR RR FF
For the landlord: OPR MNR FF

Introduction

This hearing was convened as a result of the cross applications of the parties for dispute resolution under the *Residential Tenancy Act* (the “Act”).

The tenants applied to dispute an additional rent increase, to cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, for a rent reduction, and to recover the cost of their filing fee.

The landlord applied for an order of possession for unpaid rent or utilities, for a monetary order for unpaid rent or utilities, and to recover the cost of the filing fee.

The tenants and the landlord attended the teleconference hearing. The hearing process was explained to the parties and an opportunity was given to ask questions about the hearing process. Thereafter the parties gave affirmed testimony, were provided the opportunity to present their relevant evidence orally and in documentary form prior to the hearing, and make submissions to me.

The parties confirmed that they were served with the evidence package from the other party and had the opportunity to review the evidence prior to the hearing. I find the parties were served in accordance with the *Act*.

Preliminary and Procedural Matter

The parties mutually agreed by consent to withdraw the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities dated August 3, 2015. The parties also confirmed that the landlord has sold the home and the parties agreed that the tenants have since entered into a new tenancy agreement with a new landlord at the same rental unit.

Settlement Agreement

During the hearing, the parties agreed to settle all matters related to this tenancy, on the following conditions:

1. The tenants agree to surrender their original \$700 security deposit and \$700 pet damage deposit to the landlord to pay the rent of \$1,400 owing for August 2015.
2. The tenants agree that they owe the landlord **\$30** for cable for August 2015 and that the amount of \$30 will be paid by **October 15, 2015** to the landlord.
3. The landlord is granted a monetary order pursuant to section 67 of the *Act* in the amount of **\$30, which will be of no force or effect if** the amount owing has been paid in accordance with #2 above, and the landlord successfully receives the payment from the tenants.
4. The parties agree to withdraw their respective applications in full as part of this mutually settled agreement.
5. The parties agree that this mutual agreement represents a full and final settlement of all matters related to this tenancy.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*.

Conclusion

I order the parties to comply with the conditions of their mutually settled agreement described above.

The landlord has been granted a monetary order in the amount of \$30 which will be of no force or effect if the amount owing has been paid in accordance with #2 above, and the landlord successfully receives the payments from the tenants.

Both parties withdraw their respective applications in full and agree that this mutual agreement represents a full and final settlement of all matters related to this tenancy.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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 16, 2015

Residential Tenancy Branch

