



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNR, MNDC, OPR, MNR & FF

### Introduction

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the 10 day Notice to End Tenancy was sufficiently served on the Tenants by posting on July 15, 2015. Further I find that the Application for Dispute Resolution/Notice of Hearing filed by each party was sufficiently served on the other.

### Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the tenants are entitled to a monetary order and if so how much?
- b. Whether the tenants are entitled to an order cancelling the 10 day Notice to End Tenancy dated July 15, 2015?
- c. Whether the landlord is entitled to an Order for Possession?
- d. Whether the landlord is entitled to A Monetary Order and if so how much?
- e. Whether the landlord is entitled to retain all or a portion of the security deposit/pet deposit?
- f. Whether the landlord is entitled to recover the cost of the filing fee?

Background and Evidence

The parties entered into a 3 month fixed term written tenancy agreement that provided that the tenancy would start on November 1, 2014 and end on January 31, 2015 at which time the tenants would have to vacate the rental unit. The parties subsequently signed a 2 month fixed term tenancy and then a one month fixed term tenancy ending April 30, 2015. The rent is \$1000 per month payable on the first day of each month. The tenants did not pay a security deposit.

There was a problem with mould after a flood and the rent has been reduced to \$660 per month for some of the months.

The Application for Dispute Resolution filed by the tenants seeks a monetary order in the sum of \$1000 for damage to their belongings caused by the flood and the reduced value of the tenancy. The landlord's application claims for non payment of rent. Both parties acknowledge the rent for September has not been paid. The tenants are presently in Ontario attending to a family member who is very ill.

Settlement:

At the end of the hearing the parties reached a settlement and they asked that I record the settlement pursuant to section 63(2) of the Residential Tenancy Act as follows:

- a. The parties mutually agree to end the tenancy on September 30, 2015 and the tenants will use their best efforts to remove their belongings by that date and agree they will remove their belongings by October 7, 2015 at the latest.

- b. The parties consent to the issuance of an Order for Possession for October 7, 2015.
- c. The tenants release and discharge the landlord from all claims set out in their Application for Dispute Resolution.
- d. The landlord releases and discharges the tenants from all claims for rent for the period September 1, 2015 to October 7, 2015.

**As a result of the settlement I granted the landlord an Order for Possession effective October 7, 2015.** All other claims set out both Applications for Dispute Resolution are dismissed.

The tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, the landlord may register the Order with the Supreme Court of British Columbia for enforcement.

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 10, 2015

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Residential Tenancy Branch

