



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

For the tenants: CNL, FF

For the landlord: MNSD, OPL, MNDC, MND, FF

Introduction

This in-person 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 for an order cancelling the landlord’s 2 Month Notice to End Tenancy for Landlord’s Use of the Property (the “Notice”) and for recovery of the filing fee paid for this application.

The landlord applied for authority to retain the tenants’ security deposit, an order of possession pursuant to the Notice, a monetary order for alleged damage to the rental unit and for money owed or compensation for damage or loss, and for recovery of the filing fee paid for this application.

The tenants, the landlord, and the landlord’s spouse attended the in-person hearing, and the hearing process was explained to the parties.

Thereafter a mediated discussion ensued and the parties agreed to resolve their differences and that I should record their settled agreement.

Preliminary matter-I have determined that the portion of the landlord’s application dealing with a request to retain the tenants’ security deposit and for monetary compensation is unrelated to the primary issue of considering the merits of the landlord’s Notice, in order to determine whether or not this tenancy will continue or end. As a result, pursuant to section 2.3 of the Dispute Resolution Rules of Procedure (“Rules”), I have severed the landlord’s application and dismissed that portion of the landlord’s claim against the tenants’ security deposit and for monetary compensation, **with leave to reapply.**

Additionally, the tenants’ documentary evidence indicated that they seek a monetary claim against the landlord; however, the tenants were informed that their application was not amended to include a monetary claim, so therefore it was not necessary to sever the tenants’ application. The tenants were informed, however, that they, like the

landlord, are at liberty to file an application for dispute resolution to seeking monetary compensation.

Settled Agreement

The tenants and the landlord agreed to a mutual settlement of their applications under the following terms and conditions:

1. The tenants agree to vacate the rental unit by 6:00 p.m. on October 31, 2015;
2. The landlord agrees that the tenancy will continue until October 31, 2015, at 6:00 p.m.;
3. The tenants understand and agree that the landlord will be issued an order of possession for the rental unit effective October 31, 2015, at 6:00 p.m., based upon the settled agreement, which will have no force or effect upon the tenants vacating the rental unit as agreed;
4. The landlord agrees to pay the tenants compensation equivalent to 1 month's rent in relation to having received the Notice, or in this case, \$2609.00;
5. The landlord understands and agrees that the tenants will be issued a monetary order in the amount of \$2609.00, based upon the settled agreement, which will have no force or effect upon receiving the landlord's payment; and
6. The parties acknowledge their understanding that this Settled Agreement resolves the matters contained in the parties' respective applications, other than the landlord's monetary claim, which was severed, and that no finding is made on the merits of the applications for dispute resolution or the landlord's Notice.

Conclusion

The tenants and the landlord have reached a settled agreement and it is recorded herein above.

Based upon the settled agreement as outlined above, the tenants' Decision will include a monetary order and the landlord's Decision will include an order of possession.

Based upon the settled agreement, I do not award either party recovery of their respective filing fees.

This settlement agreement was reached in accordance with section 63 of the Act. The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the Act. Should either party violate the terms of this settled

agreement, the tenancy agreement or the Act, it is open to the other party to take steps under the Act to seek remedy.

This decision containing the parties' settled agreement 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: October 23, 2015

Residential Tenancy Branch

