



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: DRI, MNR, MNDC, MNSD, OLC, PSF, RR, FF (Tenants' Application)
MNSD, MNDC, FF (Landlords' Application)

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the "Application") made by the Tenants on November 15, 2015 and by the Landlords on December 16, 2015. The Tenants applied for the following issues:

- For money owed or compensation for damage or loss under the *Residential Tenancy Act* (the "Act"), regulation or tenancy agreement;
- For the cost of emergency repairs;
- For the return of their security deposit
- For the Landlord to comply with the Act, regulation or tenancy agreement
- To dispute an additional rent increase;
- For the Landlord to provide services or facilities required by law;
- To allow the Tenants to reduce rent for repairs, services or facilities agreed upon but not provided; and
- To recover the filing fee from the Landlords.

The Landlords applied for the following issues: to keep the Tenants' security deposit; for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement; and to recover the filing fee from the Tenants.

The male Tenant and legal counsel for the Landlords appeared for the hearing. No issues were raised by the parties in relation to the service of each other's Application and evidence prior to this hearing. The hearing process was explained to the parties and they had no questions about the proceedings.

At the start of the hearing, the parties confirmed that the tenancy was still in effect but that the Tenants were seeking to end the tenancy at the end of January 2016. As a result, I offered the parties an opportunity to settle the matters on both Applications by way of settlement agreement.

The parties then engaged into a lengthy discussion about settling the matter. The parties turned their mind to compromise and reached a resolution of both Applications as follows.

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. Both parties agreed to settle their respective Applications in **full and final** satisfaction under the following terms:

1. The parties mutually agreed to end the tenancy on **January 31 at 6:00 pm**. The Landlords are issued with an Order of Possession which is effective for this date and time. This order may be used to enforce the ending of the tenancy in the Supreme Court of British Columbia as an order of that court if the Tenants fail to vacate the rental suite.
2. The parties agreed that the Landlords will **keep** the Tenants' security deposit in the amount of \$675.00 to settle both Applications in full.
3. The Tenants are cautioned that Section 37(2) of the Act still applies in this tenancy which requires the Tenants to leave the rental suite undamaged and reasonably clean at the end of the tenancy.

This agreement and order are fully binding on the parties and is in full and final satisfaction of both Applications. The parties confirmed voluntary resolution in the above manner both during and at the conclusion of the hearing. 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: January 13, 2016

Residential Tenancy Branch

