



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, OPL, MNR, MNDC, FF; CNR, O

### Introduction

This hearing was convened in relation to the landlords' amended application pursuant to the *Residential Tenancy Act* (the Act) for:

- an order of possession for unpaid rent and landlord's use pursuant to section 55;
- a monetary order for unpaid rent, for damage to the rental unit, and for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67; and
- authorization to recover their filing fee for this application from the tenant pursuant to section 72.

This hearing was also convened in relation to the tenant's application pursuant to the Act for:

- cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent pursuant to section 46; and
- an "other" remedy.

The tenant's "other" remedy sought is in relation to the alleged disconnection of cable and internet services the tenant submits were included in his rent.

Both landlords attended with their agent. The tenant attended the hearing.

At the outset of the hearing, I confirmed the scope of the parties' applications. None of the participant raised any issues with service.

In the course of the hearing the landlords and tenant were able to agree to the terms of the end of this tenancy.

### Analysis

Pursuant to section 63 of the Act, an 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. During the hearing the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute. During this hearing, the parties reached an agreement to settle their dispute under the following final and binding terms:

1. The tenant agreed to withdraw his application.
2. The landlords agreed to withdraw their application.
3. The tenant agreed to provide possession of the rental unit to the landlords on or before one o'clock in the afternoon on 31 January 2016.
4. The tenant agreed to pay to the landlords \$500.00.

The parties stated that they understood the terms of this agreement. The parties agreed that these particulars comprise the full and final settlement of all aspects of their disputes for both parties.

The parties tentatively agreed that the condition move out inspection is to occur at 1330 on 31 January 2016. The tenant will advise the landlords by phone if this scheduled time will not work and to schedule an alternate time for the inspection.

The landlords' agent confirmed that the 10 Day Notice was not effective as the tenant was permitted to withhold rent in accordance with the 2 Month Notice to End Tenancy for Landlord's Use.

### Conclusion

The tenant's application is withdrawn. The landlords' application is withdrawn.

The monetary order is to be used if the tenant does not pay \$500.00 to the landlords in accordance with their agreement. The landlords are provided with this order in the above terms and the landlords should serve the tenant with this order so that it may enforce it in the event that the tenant does not pay the outstanding rent as set out in their agreement. Should the tenant(s) fail to comply with this order, this order may be

filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

The attached order of possession is to be used by the landlords if the tenant does not vacate the rental premises in accordance with their agreement. The landlords are provided with this order in the above terms and the landlords should serve the tenant with this order so that it may enforce it in the event that the tenant does not vacate the premises by the time and date set out in their agreement. Should the tenant fail to comply with this order, this order may be filed and enforced as an order of the Supreme Court of British Columbia.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under subsection 9.1(1) of the Act.

Dated: January 28, 2016

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Residential Tenancy Branch

