



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC, MNR, MNSD; CNC, MNDC, OLC, ERP, RP, FF, O

Introduction

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

- an order of possession for cause pursuant to section 55;
- a monetary order for unpaid rent pursuant to section 67; and
- authorization to retain all or a portion of the tenants' security deposit in partial satisfaction of the monetary order requested pursuant to section 38.

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

- cancellation of the landlords' 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 47;
- a monetary order for compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67;
- an order requiring the landlords to comply with the Act, regulation or tenancy agreement pursuant to section 62;
- an order to the landlords to make repairs to the rental unit pursuant to section 32;
- an order to the landlords to make emergency repairs to the rental unit pursuant to section 33;
- an order to allow the tenant(s) to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65;
- authorization to recover their filing fee for this application from the landlords pursuant to section 72; and
- an "other" remedy.

All named parties attended. The parties admitted service of the opposing parties' materials.

Background to Settlement

This tenancy began 1 June 2015. The parties entered into a fixed-term tenancy with an initial term of one year. Monthly rent of \$2,000.00 is due on the first. The landlords continue to hold the tenants' security deposit in the amount of \$1,000.00.

The landlords sought \$4,000.00 in compensation for January's rent and for their inconvenience of the early end to the tenancy. I informed the landlords that, as there was no liquidated damages clause in their tenancy agreement, it would be premature to apply for damages on the basis of an early end to the fixed-term tenancy.

The landlords sought an end to the tenancy on the basis of a 1 Month Notice issued for repeated late payment of rent. After hearing the parties' evidence, I informed the landlords that I was concerned that the 1 Month Notice may have been issued prematurely. In particular, the landlords had evidence issues with the late payment alleged for October and January's late payment could not be used in support of the notice as the rent was due after the issuance of the 1 Month Notice.

After hearing the opposing parties' testimonies, the participants were able to agree to a mutual end to 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 disputes under the following final and binding terms:

1. The tenants agreed to withdraw their application.
2. The landlords agreed to withdraw their application.
3. The landlords agreed to withdraw the 1 Month Notice.
4. The parties agreed to a mutual end to tenancy at one o'clock in the afternoon on 29 February 2016.

5. The parties agreed that the security deposit would be dealt with in the ordinary course and in accordance with the Act.
6. The parties agreed that no compensation would be paid by either party in respect of these applications.

Each party stated that he or she agreed to this settlement and understood the terms. The parties agreed that these particulars comprise the full and final settlement of all aspects of their disputes for both parties.

Conclusion

The tenants' application is withdrawn. The landlords' application is withdrawn. The landlords' 1 Month Notice is withdrawn.

The attached order of possession is to be used by the landlords if the tenant(s) do(es) 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 tenants with this order so that the landlords may enforce it in the event that the tenant(s) do(es) not vacate the premises by the time and date set out in their agreement. Should the tenants 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: February 04, 2016

Residential Tenancy Branch

