



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPL, FF  
                              CNR, FF

### Introduction

This hearing was convened by way of conference call concerning applications made by the landlords and by the tenant. The landlords have applied for an Order of Possession for landlord's use of property and to recover the filing fee from the tenant for the cost of the application. The tenant has applied for an order cancelling a notice to end the tenancy for unpaid rent or utilities and to recover the filing fee from the landlords.

Both landlords and the tenant attended the hearing, and the tenant was accompanied by a witness.

During the course of the hearing the parties agreed to settle this dispute in the following terms:

1. The landlords will have an Order of Possession effective June 28, 2016 at 6:00 p.m. and the tenancy will end at that time;
2. The landlords will pay the tenant the sum of \$90.00 for recovery of 2 days rent and the tenant will have a monetary order in that amount;
3. The parties will conduct the move-out condition inspection and complete a report on June 29, 2016 at 4:00 p.m. without the necessity of the landlords providing the tenant with at least 2 opportunities to schedule the inspection.

I also order the parties to deal with the security deposit and any pet damage deposit in accordance with Section 38 of the *Residential Tenancy Act*.

Since the parties have settled this dispute, I decline to order that either party recover the filing fees.

### Conclusion

For the reasons set out above, and by consent, I hereby grant an Order of Possession in favour of the landlords effective June 28, 2016 at 6:00 p.m. and the tenancy will end at that time.

I further grant a monetary order in favour of the tenant as against the landlords pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$90.00.

I further order that the move-out condition inspection report will be conducted and completed on June 29, 2016 commencing at 4:00 p.m. without the necessity of the landlords providing at least 2 opportunities to schedule the inspection and report.

I further order the parties to deal with the security deposit and any pet damage deposit in accordance with Section 38 of the *Residential Tenancy Act*.

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: June 02, 2016

---

Residential Tenancy Branch