



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR MNR MNSD MNDC FF CNR

### Introduction

This hearing dealt with cross Applications for Dispute Resolution filed by the parties under the *Residential Tenancy Act* (the “*Act*”).

The Tenants’ Application was received at the Residential Tenancy Branch on May 30, 2016 (the “Tenants’ Application”).

The Tenants applied for an order cancelling a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, dated May 5, 2016 (the “10 Day Notice”).

The Landlord’s Application was received at the Residential Tenancy Branch on June 2, 2016 (the “Landlord’s Application”).

The Landlord applied for the following relief pursuant to the *Act*: an order of possession for unpaid rent or utilities; a monetary order for unpaid rent or utilities; an order permitting the Landlord to retain all or part of the security deposit; a monetary order for money owed or compensation for damage or loss; and an order granting recovery of the filing fee.

The Landlord attended the hearing on his own behalf. The Tenants were represented at the hearing by G.B.R.R. Both parties provided their solemn affirmation.

### Preliminary and Procedural Matters

This dispute was largely resolved by mutual agreement. However, the settlement described below addresses the end of the tenancy and unpaid rent. The Landlord’s claim for damage to the rental unit was not considered as the Tenant continues to reside in the rental unit, and the extent of any damage is unknown. This component of the Landlord’s Application is premature. Had the hearing proceeded on the merits, I

would have found it appropriate to exercise the discretion to sever this issue pursuant to Residential Tenancy Branch Rule of Procedure 2.3.

In these circumstances, I find it appropriate to grant the Landlord leave to reapply for a monetary order with respect to any damage to the rental unit at a later date. The remainder of the parties' claims are otherwise addressed in the settlement agreement described below.

### Settlement Agreement

The opportunity for settlement was discussed with the parties during the hearing. The parties were advised there is no obligation to resolve the dispute through settlement, but that I could assist the parties to reach an agreement, which would be documented in my Decision and supporting orders.

During the hearing, the parties mutually agreed to settle this matter as follows:

1. The parties agree the tenancy will end on July 1, 2016, at 1:00 p.m.
2. The Tenants agree to move out of the rental unit by July 31, 2016, at 1:00 p.m.
3. The Tenants agree to pay the Landlord \$2,790.00 in two installments of \$1,395.00. The first installment of \$1,395.00 will be paid no later than July 31, 2016. The second installment of \$1,395.00 will be paid no later than August 31, 2016.
4. The Tenants withdraw their Application in full as part of this mutually agreed settlement.
5. With the exception of any potential claim for damage to the rental unit, the Landlord withdraws his Application in full as part of this mutually agreed settlement.

This settlement agreement was reached in accordance with section 63 of the *Act*.

### Conclusion

I order the parties to comply with the terms of their mutually settled agreement described above.

In support of this settlement, and with the agreement of the parties, the Landlord is granted an order of possession, which will be effective July 1, 2016, at 1:00 p.m. This order of possession may be filed in and enforced as an order of the Supreme Court of British Columbia.

In support of this settlement, and with the agreement of the parties, the Landlord is granted a monetary order in the amount of \$2,790.00. This monetary order will be of no force or effect if payment is made in accordance with the terms of settlement described above. Otherwise, this order may be filed in and enforced as an order of the Provincial Court of British Columbia (Small Claims).

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 29, 2016

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Residential Tenancy Branch