



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, FF; OLC, PSF, O

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("Act") for:

- an order of possession for unpaid rent, pursuant to section 55;
- a monetary order for unpaid rent, pursuant to section 67; and
- authorization to recover the filing fee for his application from the tenants, pursuant to section 72.

This hearing also dealt with the tenants' cross-application pursuant to the *Act* for:

- an order requiring the landlord to comply with the *Act*, *Residential Tenancy Regulation* ("Regulation") or tenancy agreement, pursuant to section 62;
- an order requiring the landlord to provide services or facilities required by law, pursuant to section 65; and
- other unspecified remedies.

The landlord and the two tenants attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. The tenants joined the conference late at 11:14 a.m., when it began at 11:00 a.m., stating they had difficulty connecting to the conference. I advised the tenants about what transpired during the hearing with the landlord, in their absence. This hearing lasted approximately 49 minutes in order to allow both parties to fully negotiate a settlement of their claims.

Both parties confirmed receipt of the other party's application for dispute resolution hearing package. In accordance with sections 89 and 90 of the *Act*, I find that both parties were duly served with the other party's application.

Background and Evidence

Both parties agreed to the following facts. This month-to-month tenancy began on May 1, 2016. Monthly rent in the amount of \$700.00 is payable on the first day of each month. The landlord demanded a security deposit of \$700.00 but the tenants only paid

\$350.00 for the security deposit and the landlord continues to retain this deposit. No written tenancy agreement exists, as only a verbal agreement was reached. No move-in condition inspection report was completed for this tenancy. The tenants continue to reside in the rental unit.

Analysis

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. 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.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time:

1. Both parties agreed that this tenancy will end by 1:00 p.m. on July 31, 2016, by which time the tenants and any other occupants will have vacated the rental unit;
2. Both parties agreed that the tenants will pay the landlord \$1,400.00 by July 13, 2016 and the landlord accepts this payment towards all outstanding rent for this tenancy for the period from May 1, 2016 to July 31, 2016;
3. The landlord agreed to bear the cost of the \$100.00 filing fee paid for his Application;
4. Both parties agreed that the security deposit of \$350.00 will be dealt with at the end of this tenancy in accordance with section 38 of the *Act*; and
5. Both parties agreed that this settlement agreement constitutes a final and binding resolution of both parties' applications at this hearing.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties testified that they understood and agreed that the above terms are legal, final and binding and enforceable, which settle all aspects of this dispute.

Conclusion

To give effect to the settlement reached between the parties and as advised to both parties during the hearing, I issue the attached Order of Possession to be used by the landlord **only** if the tenant(s) and any other occupants fail to vacate the rental premises by 1:00 p.m. on July 31, 2016. The landlord is provided with this Order in the above

terms and the tenant(s) must be served with this Order in the event that the tenant(s) and any other occupants fail to vacate the rental premises by 1:00 p.m. on July 31, 2016. Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

The landlord's two 10 Day Notices to End Tenancy for Unpaid Rent or Utilities, both dated June 14, 2016 with effective move-out dates of June 24, 2016, issued for May and June 2016 rent, are cancelled and of no force or effect.

In order to implement the above settlement reached between the parties, and as advised to both parties during the hearing, I issue a monetary Order in the landlord's favour in the amount of \$1,400.00. I deliver this Order to the landlord in support of the above agreement for use **only** in the event that the tenant(s) do not abide by condition #2 of the above agreement. The landlord is provided with this Order in the above terms and the tenant(s) must be served with a copy of this Order as soon as possible after the tenant(s) do not abide by condition #2 of the above 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 landlord must bear the cost of the \$100.00 filing fee paid for his Application.

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: July 13, 2016

Residential Tenancy Branch