



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, MNDC, FF

Introduction

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

- cancellation of the landlord's 2 Month Notice to End Tenancy for Landlord's Use of Property, dated May 29, 2016 ("2 Month Notice"), pursuant to section 49;
- a monetary order for money owed or compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("Regulation") or tenancy agreement, pursuant to section 67; and
- authorization to recover the filing fee for her application, pursuant to section 72.

The landlord's agent, ZV ("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 landlord confirmed that she had authority to speak on behalf of her mother, the landlord named in this application, at this hearing. This hearing lasted approximately 43 minutes in order to allow both parties to fully negotiate a settlement of this matter.

The landlord confirmed receipt of the tenants' application for dispute resolution hearing package ("Application"). In accordance with sections 89 and 90 of the *Act*, I find that both tenants were duly served with the landlord's Application.

The two tenants confirmed receipt of the landlord's 2 Month Notice. The notice indicates an effective move-out date of July 30, 2016. In accordance with section 88 of the *Act*, I find that both tenants were duly served with the landlord's 2 Month Notice.

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. The landlord agreed to pay the tenants \$500.00 in compensation for the mice problem in the rental unit and this amount will be deducted from the July 2016 rent of \$1,250.00;
2. Both parties agreed that the tenants will pay reduced July 2016 rent of \$750.00 to the landlord by July 16, 2016, in accordance with condition #1 above;
3. The landlord agreed to issue a rent receipt to the tenants for the above payment in condition #2, when the payment is made;
4. The landlord agreed to issue future rent receipts to the tenants for any full or partial rent paid by the tenants during this tenancy;
5. Both parties agreed that this tenancy will end by 9:00 p.m. on October 1, 2016, by which time the tenants and any other occupants will have vacated the rental unit;
6. Both parties agreed that the landlord's 2 Month Notice, dated May 29, 2016, is cancelled and of no force or effect;
7. The tenants agreed to bear the cost of the \$100.00 filing fee paid for their Application; and
8. Both parties agreed that this settlement agreement constitutes a final and binding resolution of the tenants' Application 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 9:00 p.m. on October 1, 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 9:00 p.m. on October 1, 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.

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 \$750.00. 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's 2 Month Notice, dated May 29, 2016, is cancelled and of no force or effect.

The tenants must bear the cost of the \$100.00 filing fee paid for their 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 15, 2016

Residential Tenancy Branch