



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding SUNNYSIDE VILLAS SOCIETY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, OLC, O, FF

Introduction

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

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause, dated June 15, 2016 ("1 Month Notice"), pursuant to section 47;
- an order requiring the landlord to comply with the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement, pursuant to section 62;
- other unspecified relief; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The landlord's four agents, JM, KM, BH and CD (collectively "landlord") and the tenants' two agents, MLD and MC (collectively "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's agents confirmed that they were the property managers and Board of Director members for the landlord company named in this application and that they all had authority to speak on its behalf at this hearing. The tenants' agents confirmed that they were the children of the tenants named in this application and that they had authority to speak on their behalf at this hearing. The landlord intended to call five witnesses at this hearing but it was not necessary as the parties reached an agreement.

The landlord confirmed receipt of the tenants' application for dispute resolution hearing package ("Application") and the tenants confirmed receipt of the landlord's written evidence package. In accordance with sections 88, 89 and 90 of the *Act*, I find that the landlord was duly served with the tenants' Application and the tenants were duly served with the landlord's written evidence package.

I advised the landlord that I could not consider its six-page written evidence package, which was only served to the Residential Tenancy Branch on August 4, 2016, not the two tenants, as required by the *Act*.

At the outset of the hearing, the tenants confirmed that that the two tenants had vacated the rental unit, but had left a bed in the unit and had not returned the keys to the landlord. During the hearing, both parties agreed that the tenants would remove all of their possessions and fully vacate the rental unit as well as return the rental unit keys to the landlord by 1:00 p.m. on August 8, 2016.

The tenants also confirmed that they no longer required any relief sought in their application, except to recover the filing fee. The tenants asked that I make a decision regarding their entitlement to the \$100.00 filing fee paid for their application. As noted to both parties during the hearing, the filing fee is a discretionary award given by an Arbitrator to a successful party after a full hearing on the merits. As this did not occur at this hearing, since the tenants chose not to pursue their application and vacated the rental unit as per the 1 Month Notice, I find that they are not entitled to recover the \$100.00 filing fee from the landlord.

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 August 8, 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 August 8, 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 1 Month Notice, dated June 15, 2016, is cancelled and of no force or effect.

The remainder of the tenants' application is dismissed without leave to reapply.

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: August 05, 2016

Residential Tenancy Branch