



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes O, ORB, OPN

Introduction

The Application for Dispute Resolution filed by the landlord makes the following claims:

- a. An Order that the parties comply with an agreement they have made
- b. An Order ending the tenancy pursuant to a Notice given by the Tenants.

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present. The parties acknowledged they had received the documents of the other party.

I find that the Application for Dispute Resolution/Notice of Hearing was sufficiently served on the Tenants by Express Post on July 1, 2016. With respect to each of the applicant's claims I find as follows:

Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether an agreement made by the parties relating to the end of the tenancy is binding on them and what are the terms of that agreement?
- b. Whether the landlord is entitled to an Order for Possession based a notice to end the tenancy given by the tenants?

Background and Evidence

The parties entered into a 3 year fixed term written tenancy agreement that provided that the tenancy would start on November 1, 2013 and end on November 30, 2016.

The rent is \$1400 per month payable on the first day of each month. The tenant paid a security deposit of \$700 and a pet damage deposit of \$700 at the start of the tenancy.

The tenancy ended when the tenants vacated the rental unit on June 30, 2016. The landlords have returned the security deposit and pet damage deposit.

In April 2016 the landlord approached the tenants requesting agreement to end the fixed term tenancy early so that the rental unit could be listed and sold. The parties entered negotiations as to a payout for the Tenants if they were to sell the property and the amount of the payout. .

At the end of May the tenants gave the landlord one month Notice they were vacating on June 30, 2016. The rental property was sold on June 20, 2016 with completion on July 11, 2016.

The Tenants take the position they are entitled to be paid out to the end of the tenancy. The landlord disputes this and argue the Tenants are not entitled to anything as they failed to follow the terms of the agreement.

Settlement::

At the end of the hearing the parties reached a settlement and they asked that I record the settlement pursuant to section 63(2) of the Residential Tenancy Act as follows:

- a. The landlords shall pay to the Tenants the sum of \$2800.
- b. The parties request that the arbitrator issue an Monetary order in this sum.
- c. This is a full and final settlement and each party releases and discharges the other from all further claims with respect to this tenancy.

Conclusion:

As a result of the settlement I ordered that the Landlords pay to the Tenants the sum of \$2800.

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial Court and enforced as an Order of that Court.

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 08, 2016

Residential Tenancy Branch