



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPL, MNR, MNDC, FF

Introduction

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

- an order of possession for landlords' use of property, pursuant to section 55;
- a monetary order for unpaid rent and 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 this application, pursuant to section 72.

The two landlords and the tenant attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. This hearing lasted approximately 63 minutes in order to allow both parties to fully negotiate a settlement of this matter.

The tenant confirmed receipt of the landlords' application for dispute resolution hearing package. In accordance with sections 89 and 90 of the *Act*, I find that the tenant was duly served with the landlords' application.

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, 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 continue as per the terms of the written tenancy agreement and that the landlords' 2 Month Notice, dated June 29, 2016, is cancelled and of no force or effect;
2. The tenant agreed to pay the landlords a total of \$5,800.00 by November 16, 2016;
 - a. The landlords agreed to accept the above payment for rent for this tenancy for the period from July 1, 2016 to October 31, 2016;
3. The tenant agreed to pay the landlords a total of \$2,100.00 by November 1, 2016;
 - a. The landlords agreed to accept the above payment for rent for this tenancy for the period from November 1 to 30, 2016;
4. Both parties agreed that this settlement agreement constitutes a final and binding resolution of the landlords' application at this hearing, with the exception of the landlords' application to recover the filing fee.

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, binding and enforceable, which settle all aspects of this dispute.

The parties were unable to agree on the landlords' application for the \$100.00 filing fee and asked that I make the decision. The filing fee is a discretionary award usually issued to a successful party after a full hearing on its merits. As this matter settled between the parties and I was not required to hold a full hearing and make a decision on the merits, I find that the landlords are not entitled to recover the \$100.00 filing fee from the tenant.

Conclusion

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 landlords' favour in the amount of \$5,800.00, the current amount owing for this tenancy. I deliver this Order to the landlords in support of the above agreement for use **only** in the event that the tenant does not abide by condition #2 of the above agreement. The landlords are provided with this Order in the above terms and the tenant must be served with a copy of this Order as soon as possible after the tenant does not abide by condition #2 of the above agreement. Should the tenant 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.

I notified the landlords that the November 2016 rent amount of \$2,100.00 was not yet due at the time of this hearing so I could not issue a monetary order for this amount. I notified them that they could apply for a monetary order after November 1, 2016 on the basis of this settlement agreement, if the tenant did not abide by condition #3 above.

The landlords' application to recover the \$100.00 filing fee is dismissed without leave to reapply.

The landlords' 2 Month Notice, dated June 29, 2016, is cancelled and of no force or effect.

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: October 27, 2016

Residential Tenancy Branch