



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

Tenants' Application made October 7, 2016: CNR
Amended November 14, 2016: add MNDC; OLC; ERP; RP

Landlord's Application made October 12, 2016: OPR; MNR; MNSD; MNDC; FF

Introduction

This Hearing was scheduled to consider cross-applications. The Tenants seek to cancel a notice to end tenancy; compensation for damage or loss; an order that the Landlord comply with the Act, regulation or tenancy agreement; and an order for emergency and regular repairs.

The Landlord seeks an order of possession; a monetary award for unpaid rent; compensation for damage or loss; to apply the security deposit towards her monetary award; and to recover the cost of the filing fee from the Tenants.

Both parties attended the Hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

I explained to the parties that Rule 2.3 of the Rules of Procedure provides that claims on an Application must be sufficiently related to each other. I find that the Tenants' applications for compensation and other orders are not sufficiently related to their application to cancel the Notice. Therefore, that portion of their Application is dismissed **with leave to reapply**.

The parties acknowledged service of each other's documents.

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 came to an agreement with respect to the end of the tenancy; the Landlord's claim for unpaid rent; and payment of December's rent.

The parties agreed to the following final and binding settlement of this dispute:

1. This tenancy will end by mutual agreement on January 1, 2017, at 12:00 noon.
2. The Tenants will pay rent for the month of December, 2016, in the amount of \$750.00, by the end of the day on December 1, 2016.
3. The Landlord abandons her claim in the amount of \$397.95 for unpaid rent.
4. The parties will meet at the rental unit on January 1, 2017 at 12:00 noon, in order to complete a Condition Inspection and for the Tenants to return the keys to the rental unit.
5. The security deposit will be dealt with in accordance with the provisions of the Act.

Conclusion

In support of the settlement reached between the parties and as advised to both parties during the Hearing, I issue the attached Order of Possession to the Landlord.

The Landlords' Notice to End Tenancy issued October 4, 2016, is cancelled and of no force or effect.

The parties reached a mutual agreement and therefore I make no order with respect to recovery of the filing fee.

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: December 06, 2016

Residential Tenancy Branch

