



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, MNR, MNDC (Tenants' Application)
OPR, MNR, MNSD, FF (Landlords' Application)

Introduction

This hearing convened as a result of cross applications. In the Tenants' Application for Dispute Resolution, filed November 7, 2016, they sought an Order cancelling a Notice to End Tenancy for Unpaid Rent or Utilities (the "Notice"), and a Monetary Order for the cost of emergency repairs, money owed or compensation for damage or loss under the *Residential Tenancy Act*, the Regulation or tenancy agreement. In the Landlords' Application for Dispute Resolution, filed on November 28, 2016, the Landlords sought an Order of Possession and Monetary Order based on the Notice, authority to retain the Tenants' security deposit and recovery of the filing fee.

Both parties appeared at the hearing. M.B. appeared on behalf of the Tenants. The Landlords were represented by their son, R.S., who was also their property manager.

The hearing process was explained and the participants were asked if they had any questions. Both parties were provided the opportunity to present their evidence orally and in written and documentary form, and make submissions to me.

During the hearing the parties resolved matters by a comprehensive mutual agreement. The terms of their agreement is recorded in this my Decision and Order pursuant to section 63 of the *Residential Tenancy Act* and Rule 8.4 of the *Residential Tenancy Branch Rules of Procedure*. As the parties resolved matters by agreement I make no findings of fact or law with respect to their relative claims. The terms of their settlement follow.

Settlement and Conclusion

1. By no later than December 31, 2016 the Tenants shall pay to the Landlords the sum of \$350.00 representing the security deposit.
2. The parties agree that the Tenants owe the Landlords the sum of \$400.0 for the November 2016 rent. This sum takes into consideration the \$700.00 monthly rent payable by the Tenants to the Landlords as well as the Tenants' monetary claim for the cost of repairs and cleaning of the rental unit in October and November 2016. The parties agree that the sum of \$400.00 shall be a full and final satisfaction of the Landlords' claim for outstanding rent for November 2016 and the Tenants monetary claim for any costs they incurred to repair or clean the rental unit.
3. The parties agree that a tenancy was established on November 1, 2016. By no later than December 31, 2016 the Landlord shall prepare a residential tenancy agreement utilizing the RTB-1 form found on the residential tenancy branch website:

<http://www2.gov.bc.ca/gov/content/housing-tenancy/residential-tenancies/forms>

This agreement shall contain the following information:

- a. monthly rent of \$700.00 is to be paid on the 1st of the month;
 - b. the Tenants shall pay a \$350.00 security deposit by no later than December 31, 2016;
 - c. the tenancy shall be for a six month fixed term beginning November 1, 2016 and ending on April 30, 2017, at which time the Tenants shall vacate the rental unit; and,
 - d. the Tenants shall pay an additional sum of \$100.00 per month on January 1, 2017, February 1, 2017, March 1, 2017 and April 1, 2017 representing the agreed upon sum for the outstanding November 2016 rent.
4. The Tenants shall not make any repairs or alterations to the rental unit without the express written authority of the Landlords.

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 20, 2016

Residential Tenancy Branch