



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, CNR, MNR, RR, FF

Introduction

This was a cross-application hearing for Dispute Resolution. The matter was set for a conference call hearing.

The Landlords are requesting an Order of Possession and a monetary order for unpaid rent; and to recover the cost of the application fee.

The Tenants applied to cancel a 10 Day Notice to End Tenancy For Unpaid Rent; for a monetary order due to the cost of emergency repairs; and to deduct the cost of repairs from the rent.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained. The parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to present affirmed oral testimony and to make submissions during the hearing.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Preliminary and Procedural Matters

On January 17, 2017, this matter was adjourned in order for the Landlord to be properly served with the Tenants' application, and in order for the Tenants to have adequate time to consider and respond to the Landlord's evidence.

The Tenants were ordered to send any evidence they wish to rely on at the hearing to the address provided by the Landlords, using registered mail and to provide a copy of the evidence and registered mail receipt to the Residential Tenancy Branch prior to the hearing.

At the initial hearing, the Tenants testified that they received the 10 Day Notice To End Tenancy for Unpaid Rent in the amount of \$12,460.00. The Tenants also testified that they received the Notice of Hearing and the Landlord's documentary evidence on January 4, 2017, by registered mail. The Tenants submitted that they did not have enough time to respond, and that they were waiting for receipts to prove the cost of repairs.

The Residential Tenancy Branch received 6 pages of documents from the Tenants on February 10, 2017. The documents contain a written submission and four pages of black and white photocopied photographs of poor quality. The Tenants did not provide any receipts for the purchase or repair of any household items.

Within the Tenants' documents they submit that they are seeking \$9,003.00 in compensation. The Tenant's application indicates the Tenants' are seeking \$2,700.00. The Tenants did not file an amendment to their application and serve the Landlord. I find the Tenants' claim is limited to what is stated within the Application.

Issues to be Decided

- Is the Landlord entitled to an order of possession due to unpaid rent?
- Is the Landlord entitled to compensation for unpaid rent?
- Are the Tenants entitled to recover the cost of emergency repairs and to deduct the cost of repairs, services or facilities from the rent?

Background and Evidence

The parties testified that the tenancy commenced on February 1, 2014, and was extended until April 30, 2016, with the requirement that the Tenants move out at the end of the fixed term. The Landlord testified that she accepted rent from the Tenants in May 2016, which reinstated the tenancy as a month to month tenancy. Rent in the amount of \$1,780.00 is to be paid on the first day of each month. The Tenants paid a security deposit of \$875.00 to the Landlord.

Settlement Agreement

During the hearing, the parties agreed to settle this matter, on the following conditions:

1. The Tenants agree to pay the Landlord the amount of \$16,530.00 for unpaid rent by February 27, 2017. The Tenants agree to deposit the rent money into the Landlord's bank account as they have done in the past. The Landlord clarified the CIBC account number in the hearing for the Tenants.

2. The parties agree that if the Tenants pay the rent as set out above, the tenancy will continue as a month to month tenancy at the same amount of monthly rent.
3. The Landlords are granted a conditional Order of Possession effective February 28, 2017, after service on the Tenants. The Landlords agree to not enforce the Order of Possession if the Tenants pay the amount of \$16,530.00 by February 27, 2017.
4. The Landlords withdraw their Application for Dispute Resolution in full as part of this mutually settled agreement.
5. The Tenants withdraw their Application for Dispute Resolution in full as part of this mutually settled agreement.
6. Both parties waive any request to recover the cost of the filing fee.

This settlement agreement was reached in accordance with section 63 of the *Act*.

The opportunity for settlement was discussed with the parties during the hearing. The parties were advised there is no obligation to resolve the dispute through settlement, but that I could assist the parties to reach an agreement. I indicated on several occasions that if either party did not wish to resolve this matter through a mutually agreed settlement, I was prepared to hear their evidence and make a decision.

Conclusion

I order the parties to comply with the terms of their mutually settled agreement described above.

The Landlord has been granted a conditional Order of Possession effective February 28, 2017, at 1:00 p.m. This order must be served on the Tenants and may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: January 17, 2017

Residential Tenancy Branch