



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, DRI, CNR, ERP, RP, FF

This hearing was set to deal with the tenants' application for an order setting aside a 1 Month Notice to End Tenancy for Cause. The same parties had a second matter set for hearing before me on January 11, 2017 to deal with the tenants' application for orders setting aside a rent increase; setting aside a 10 Day Notice to End Tenancy for Non-Payment of Rent; and compelling the landlords to make repairs. Both parties appeared and with their consent, both applications were dealt with today.

Section 63 of the *Residential Tenancy Act* provides that parties may attempt to settle their dispute during a hearing. The parties did attempt to settle their dispute and after a thorough and difficult discussion they were successful in arriving at the following agreement.

To settle the dispute the parties agreed that rent was owed for October, November, December and January and that the arrears total \$4000.00.

The parties agreed that if the tenants make the following payments; by direct deposit into the landlords' bank account, or certified cheque or bank draft delivered to the landlords; the tenancy will continue until 1:00 pm, January 31, 2017:

- \$500.00 on or before noon, January 18, 2017; and,
- \$3500.00 on or before noon, January 25, 2017.

If the payments are made as required by this decision, the tenants will move out of the rental unit by 1:00 pm, January 31, 2017.

If any payment is not made as required by this decision, the landlords may exercise their rights under the Order of Possession that is provided with this decision. The landlords are not reinstating the tenancy by accepting any payment from the tenants. It is only if the tenants make all the payments on the same terms as set out in this decision and pay the arrears in full that the tenancy will continue until January 31, 2017. Should the tenants fail to comply with this decision, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

I also grant the landlords a monetary order pursuant to section 67 in the amount of \$4000.00. If the tenants fail to make the payments as set out in this decision the order may be filed in the Small Claims Court and enforced as an order of that court.

As part of this agreement the tenants withdraw their application for a repair order.

This agreement is also intended to settle the issues raised in the hearing conducted on December 16, 2016, the file number of which is noted on the front page of this decision.

The landlords hold a security deposit of \$600.00. They will continue to hold the security deposit until the end of the tenancy, at which time it will be dealt with in accordance with the provisions of the *Residential Tenancy Act*.

This agreement does not apply to any claim the tenants may have against the landlords related to mold in the rental unit or to any claims the landlords may have against the tenants for damages to the rental unit.

*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: January 10, 2017

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Residential Tenancy Branch