



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

### Dispute Codes

OLC ERP RP PSF

### Introduction

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

- an order requiring the landlord to comply with the Act, regulation or tenancy agreement pursuant to section 62;
- an order to the landlord to provide services or facilities required by law pursuant to section 65, and
- an order to the landlord to make repairs and emergency repairs to the rental unit pursuant to section 33;

Both parties were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another. The landlord's daughter, MC, translated for the landlord during this hearing.

The landlord confirmed receipt of the tenants' application for dispute resolution hearing package ("Application") as well as the evidence package. In accordance with sections 88 and 89 of the Act, I find that the landlord was duly served with copies of the tenants' application and evidence. The tenants confirmed they had no issue with the service of the landlord's evidence package. In accordance with section 89 of the Act, I find the tenants duly served with a copy of the landlord's evidence.

### 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. The tenants agreed to pay the landlord \$441.24 in satisfaction of all outstanding utility bills as of January 23, 2017.

2. Both parties agreed that any outstanding utility bills arising out of this tenancy after January 23, 2017 will be settled between both parties as per the Act, and as per the written tenancy agreement.
3. As the landlord currently holds a security deposit in the amount of \$700.00, both parties agreed that the landlord may partially retain the tenants' security deposit in the amount of \$441.24 in satisfaction of condition 1 of this agreement. The remainder of the security deposit will be dealt with according to the Act at the end of the tenancy.
4. Both parties entered into a mutual agreement that this tenancy will end on January 31, 2017 at 11:59 p.m., by which date the tenants and any other occupants will have vacated the rental unit. This mutual agreement replaces the written mutual agreement signed by both parties on December 24, 2016.
5. Both parties agreed that this settlement agreement constituted a final and binding resolution of the tenant's application.

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.

#### Conclusion

To give effect to the settlement reached between the parties and as discussed with them during the hearing, I issue the attached Order of Possession to be used by the landlord **only** if the tenants do not abide by condition #4 of the above settlement. The landlord is provided with this Order in the above terms and the tenants must be served with this Order in the event that the tenants do not abide by condition #4 of the above settlement. Should the tenants fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

I order the landlord to partially retain the tenants' security deposit in the amount of \$441.24 in satisfaction of the condition #1 of the above agreement.

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 24, 2017

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Residential Tenancy Branch