



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: OPR, MND, FF, CNC, CNR, MNDC, FF

Introduction and Issues to be Decided:

The tenant applied for an order to: cancel two Notices to End the Tenancy for Cause and non-payment of Rent both dated January 16, 2017, and a monetary order for compensation for breach of his quiet enjoyment. The landlords have applied for an Order for Possession and Monetary Order based upon a Notice To End the Tenancy for Non-Payment of Rent dated January 16, 2016, a monetary order for compensation for unpaid rent for January and February 2017, cost of repairs, and for over use of hydro. All parties attended the hearing.

Preliminary Matters

At the outset of the hearing the parties agreed that ES was not a tenant and accordingly her name was removed from the application and the style of cause was amended accordingly. The parties confirmed that the pet and security deposit was held for the benefit of OC only.

The tenant OC indicated several matters of dispute on his application and confirmed that the main issue to deal with during this proceeding were the Notices to End Tenancy. For disputes to be combined on an application they must be related. Not all the claims on this application are sufficiently related to the main issue to be dealt with together. Therefore, I will deal with the tenant's request to set aside or cancel the Notices to End Tenancy for Cause and Non-Payment of Rent dated January 16, 2017 and I dismiss the balance of the tenant's claims with liberty to re-apply.

Settlement:

A tenancy began on June 1, 2016 with monthly rent amounting to \$ 1,200.00 payable on the first day of each month. The landlords are holding a security and pet deposit totaling \$ 1,200.00 paid on June 1, 2016. The parties agreed that the tenancy shall end on February 28, 2017 subject to a rent payment of \$ 1,200.00 being made for January 2017, and they have asked that I record the terms pursuant to section 63(2) as follows:

- a. The tenant will pay the landlords \$ 1,200.00 by February 16, 2017 representing rent for January 2017,
- b. If the tenant fails to complete the payment in paragraph a. in full and on time the landlords will execute an Order for Possession and a Monetary Order effective February 17, 2017 the balance owing,
- c. If the tenant completes the payment in paragraph a. in full and on time then the monetary order is void and the landlords shall only execute the Order for Possession effective February 17, 2017 on February 28, 2017, and
- d. The landlords agree to abandon and not make any future claims for loss of rent or rental revenue for February 2017 or any other month as consideration for this settlement.

Conclusion:

As a result of the settlement I granted an Order for Possession effective February 17, 2017 and a Monetary Order effective February 17, 2017 in the amount of \$ 1,200.00, both which are not to be executed upon unless the tenant is in breach of paragraph a. herein and at that time is to be given credit for any payments actually received. If the tenant completes the payment in paragraph a. herein, the Monetary Order is void and unenforceable and the Order for Possession shall only be executed on February 28, 2017. There shall be no order with respect to reimbursement of the cost of the filing fee to either party as it was not included in the settlement. The landlords must serve the tenant with this decision and Orders as soon as possible. I have dismissed all of the balance of tenant's applications with leave to reapply. I have dismissed with leave all the landlords' applications for compensation for damage to the unit as premature, and

dismissed the balance of the landlords' applications. The parties are cautioned to deal with the security and pet deposits in compliance with section 38 of the Act.

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: February 14, 2017

Residential Tenancy Branch