



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR MNR MNSD FF

Introduction

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

- an Order of Possession for unpaid rent and utilities, pursuant to section 55;
- a monetary order for unpaid rent and utilities, pursuant to section 67;
- authorization to retain all or a portion of the tenants' security deposit in partial satisfaction of the monetary order requested pursuant to section 38; and
- authorization to recover the filing fee for this application, pursuant to section 72

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to call witnesses, and to make submissions.

The tenants confirmed receipt of the landlords' 10 Day Notice to End Tenancy for Unpaid Rent, dispute resolution and evidence package. In accordance with sections 88 and 89 of the *Act*, I find that the tenants were duly served with copies of the landlords' Application and 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 landlords \$4,550.00 in outstanding rent and \$500.00 in outstanding utilities by way of e-transfer, on or before 5 p.m. on May

- 31, 2017 in satisfaction of all outstanding rent up to and including February 2017, and outstanding utilities up to and including December 31, 2016.
2. The landlords still hold the tenants' security deposit in the amount \$1,025.00. The security deposit will be dealt with according to the *Act* at the end of the tenancy.
 3. Both parties entered into a mutual agreement that this tenancy will end on March 15, 2017, at 5 pm, by which date the tenants and any other occupants will have vacated the rental unit.
 4. The landlords withdrew the 10 Day Notice.
 5. The parties agreed that this tenancy ends by way of their mutual agreement to end this tenancy and not on the basis of the landlords' 10 Day Notice, dated December 31, 2016.
 6. The rent for March 2017, and utilities bills for the months of January 2017 through to March 2017 will be dealt with in accordance with the *Act* and the tenancy agreement.
 7. The tenants will provide the landlords a forwarding address on or before midnight on February 15, 2017 by email and text message.
 8. Both parties agreed that this settlement agreement constituted a final and binding resolution of the landlords' 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 at this time.

Conclusion

To give effect to the settlement reached between the parties and as discussed with them during the hearing, I issue an Order of Possession to the landlords, which is to take effect by 5:00 p.m. on March 15, 2017. The landlords are 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 #3 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.

The landlords' 10 Day Notice, dated December 31, 2016, is cancelled and is of no force or effect.

In order to implement the above settlement reached between the parties, and as advised to both parties during the hearing, I issue a Monetary Order in the landlords' favour in the amount of \$5,050.00. The landlords are provided with this Order in the

above terms and the tenants must be served with a copy of this Order as soon as possible in the event that the tenants do not abide by condition #1 of the above agreement. Should the tenants fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

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 15, 2017

Residential Tenancy Branch