



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MND, MNDC, MNSD, FF; CNC, CNR, O

Introduction

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

- an order of possession for unpaid rent, pursuant to section 55;
- a monetary order for unpaid rent, for damage to the rental unit and for money owed or compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* or tenancy agreement, pursuant to section 67;
- authorization to retain the tenants' security deposit in partial satisfaction of the monetary order requested, pursuant to section 38; and
- authorization to recover the filing fee for his application, pursuant to section 72.

This hearing also dealt with the tenants' cross-application pursuant to the *Act* for:

- cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, dated January 7, 2017 ("10 Day Notice"), pursuant to section 46;
- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause ("1 Month Notice"), pursuant to section 47; and
- other unspecified remedies, identified as an order requiring the landlord to repair the broken window at the rental unit.

The landlord and the two tenants attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. This hearing lasted approximately 53 minutes in order to allow both parties to negotiate a full settlement of these claims.

Both parties confirmed receipt of the other party's application for dispute resolution hearing package. In accordance with sections 89 and 90 of the *Act*, I find that both parties were duly served with the other party's application.

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 \$995.00 by February 17, 2017;
 - a. The landlord agreed that the above payment satisfies all outstanding rent owed by the tenants for this tenancy from February 1 to 28, 2017;
2. The tenants agreed to pay the landlord \$495.00 by February 20, 2017;
 - a. The landlord agreed that the above payment satisfies all outstanding rent owed by the tenants for this tenancy from January 1 to 31, 2017;
3. The tenants agreed to pay the landlord \$995.00 by March 1, 2017 for rent from March 1 to 31, 2017, as per the parties' written tenancy agreement;
4. Both parties agreed that this tenancy will end by 1:00 p.m. on March 31, 2017, by which time the tenant(s) and any other occupants will have vacated the rental unit, in the event that the tenant(s) abide by conditions #1 and #2 and #3 of the above settlement. In that event, the landlord's 10 Day Notice, dated January 7, 2017, is cancelled and of no force or effect;
5. Both parties agreed that this tenancy will end pursuant to a two (2) day Order of Possession, if the tenant(s) do not abide by conditions #1 or #2 or #3 of the above settlement;
6. The landlord agreed, at his own cost, to have the broken main window at the front of the rental unit inspected and repaired by February 24, 2017;
7. The landlord agreed to bear the cost of the \$100.00 filing fee paid for his application;
8. Both parties agreed that this settlement agreement constitutes a final and binding resolution of both parties' applications at this hearing.

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 two (2) day Order of Possession to be used by the landlord **only** if the tenant(s) do not abide by conditions #1 or #2 or #3 or #4 of the above settlement. The landlord is provided with this Order in the above terms and the tenant(s) must be served with this Order as soon as possible after they do not comply with the above agreement. Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

In the event that the tenant(s) abide by conditions #1 and #2 and #3 of the above settlement, I find that the landlord's 10 Day Notice, dated January 7, 2017, is cancelled and of no force or effect. In that event, this tenancy continues only until 1:00 p.m. on March 31, 2017.

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 landlord's favour in the amount of \$1,490.00, the current amount owing for this tenancy. I deliver this Order to the landlord in support of the above agreement for use **only** in the event that the tenant(s) do not pay the landlord \$1,490.00 as per the above agreement. The landlord is provided with this Order in the above terms and the tenant(s) must be served with a copy of this Order as soon as possible after they do not comply with the above agreement. Should the tenant(s) 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.

I notified the landlord that as the future rent amount of \$995.00 for March 2017 is not yet due as per the tenancy agreement, I could not issue a monetary order for this amount. I notified the landlord that he could file an application for dispute resolution to obtain a monetary award for \$995.00, if it is unpaid after March 1, 2017.

The landlord must bear the cost for the \$100.00 filing fee paid for his application.

The landlord's application to retain the security deposit and for a monetary order of \$500.00 for possible future cleaning and damages is dismissed with leave to reapply. The tenants' security deposit is to be dealt with at the end of this tenancy in accordance 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 17, 2017

Residential Tenancy Branch