



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, OPB MND, MNR, MNSD, MNDC, FF (Landlords' Application)
MNDC, OPT, RPP, FF (Tenants' Application)

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the "Application") made by Tenants on March 31, 2017 and by the Landlords on April 6, 2017.

The Tenants applied for: money owed or compensation for damage or loss under the *Residential Tenancy Act* (the "Act"), regulation or tenancy agreement; for an Order of Possession to get back into the rental unit; for the return of their personal property; and recovery of the filing fee.

The Landlords applied for an Order of Possession for unpaid rent and breach of a tenancy agreement. The Landlords also applied for a Monetary Order for: damage to the rental unit; unpaid rent and utilities; for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement; to keep the Tenants' security deposit; and to recover the filing fee.

Both Landlords and the male Tenant appeared for the hearing and provided affirmed testimony. The Landlords confirmed receipt of the Tenants' Application. The Tenant confirmed that they had not provided any documentary evidence prior to this hearing but denied receipt of the Landlords' Application.

The female Landlord provided the Canada Post tracking numbers into oral evidence to prove serve to each Tenant by registered mail on April 11, 2017. These numbers are recorded on the front page of this Decision. The Landlords gave me permission to track the documents on the Canada Post website. At the time of this hearing, the website shows that the documents were delivered to each Tenant on April 12, 2017. The Tenant provided no explanation as to why the Canada Post website would detail that the documents had been delivered.

Based on the foregoing evidence before me, I was satisfied that the Tenants were served the required documents for this hearing pursuant to Section 89(1) (c) of the Act.

The hearing process was explained to the parties and they had no questions about the proceedings. Both parties were given a full opportunity to present their evidence, make submissions to me, and cross examine the other party on the evidence provided.

At the start of the hearing, the parties confirmed that the tenancy had ended and that the Landlords had received back vacant possession of the rental unit. Therefore, with the consent of both parties, I dismissed the Landlords' and the Tenants' requests for an Order of Possession as these requests are now moot.

The hearing continued to hear the parties' monetary claims and the Tenants' request for the return of their personal property currently stored at the rental unit.

Section 63 of the Act allows an Arbitrator to assist the parties to settle their dispute. 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.

As a result, after the parties had finished providing their evidence, I offered the parties an opportunity to settle this dispute by mutual agreement. I informed the parties that this was a voluntary process and that I could assist them to craft an agreement to resolve this dispute by mutual resolution. The parties consented to move forward with this process, turned their minds to compromise, and were able to achieve a resolution of the dispute as follows.

Settlement Agreement

1. The Tenants will attend the rental unit on May 8, 2017 at 10:00 a.m. to collect their personal property. The Tenants will be given sufficient time to expediently remove all of their personal belongings on this date. If the Tenants fail to do so, the Landlords may dispose of any remaining property belonging to the Tenants left behind and seek to recover the disposal costs back from the Tenants.
2. The Tenant agreed to pay the Landlords \$1,428.00 in monetary compensation in full and final satisfaction of the both Applications. In addition, the Landlords may keep the Tenants' security and pet damage deposits of \$670.00.
3. The Landlords agreed that the Tenants will pay this debt in monthly installments of \$260.00 until the debt is fully satisfied.
4. The parties agreed the first payment will be payable on or before May 31, 2017 and each subsequent payment must be made on or before the last day of each month thereafter.

5. The Tenants are responsible for ensuring the Landlords receive the payment and must retain documentary evidence of the payment(s) made.
6. The Landlords are issued with a Monetary Order in the amount of \$1,428.00, which can be enforced at any time if the payment(s) are not made by each deadline.

This agreement and order is final and binding on the parties and may be enforced in the Small Claims Division of the Provincial court as an order of that court. The Tenants may also be liable for any enforcement costs incurred by the Landlords.

Both parties are cautioned to keep detailed written records of any transactions that are made with regards to the above terms of the agreement.

The parties confirmed their voluntary agreement and understanding of resolution in this manner both during and at the end of the hearing. This file is now closed.

This Decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: May 04, 2017

Residential Tenancy Branch