



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** OPC CNC MNDC FF

### **Introduction**

This hearing was convened in response to cross-applications by the parties pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

The landlord requested:

- an Order of Possession for cause pursuant to section 55; and
- authorization to recover their filing fee for this application from the tenants pursuant to section 72.

The tenants requested:

- a monetary order for compensation for loss or other money owed under the *Act*, regulation or tenancy agreement pursuant to section 67;
- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 47; and
- authorization to recover the filing fee for this application from the landlord, pursuant to section 72 of the *Act*.

This hearing was originally set to deal with the tenants' application only, but it came to my attention during the hearing that the same parties had a second matter set for a hearing on June 27, 2017 to deal with the landlord's cross application pertaining to this same 1 Month Notice and tenancy. Both parties appeared, and with their consent, both applications were dealt with today. 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.

Both parties confirmed receipt of each other's applications for dispute resolution hearing package (“Applications”) and evidence. In accordance with sections 88 and 89 of the *Act*, I find that both the landlord and tenants were duly served with the Applications and evidence.

RTB Rules of Procedure 2.3 states that if in the course of a dispute resolution proceeding, the Arbitrator determines that it is appropriate to do so, the Arbitrator may dismiss unrelated disputes contained in a single application with or without leave to reapply. In this regard, I find the tenants have applied for a monetary award for losses related to this tenancy. As both parties wanted more time to discuss a potential resolution in regards to the tenants' monetary application, and the tenants' monetary application is unrelated to the main section of this dispute which is to cancel the 1 Month Notice, I am dismissing the tenants' application for monetary compensation with leave to reapply.

The tenants confirmed receipt of the 1 Month Notice on April 16, 2017. Accordingly, I find that the 1 Month Notice was served to the tenants in accordance with section 88 of the *Act*.

### **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. Both parties agreed that monthly rent in the amount of \$1,350.00 is payable by 11:00 p.m. on or before the second day of each month.
2. The tenants agreed to pay the landlord a pet damage deposit of \$400.00 by noon on June 1, 2017. All deposits 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 August 31, 2017 at 1:00 p.m., by which date the tenants and any other occupants will have vacated the rental unit.
4. The landlord withdrew the 1 Month 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 landlord's 1 Month Notice, dated April 16, 2017.
6. The tenants agreed that there is absolutely no smoking inside the rental unit.
7. Both parties agreed that the tenants may keep their gecko, but the gecko must remain inside the aquarium at all times.
8. Both parties agreed that this settlement agreement constituted a final and binding resolution of each other's applications, with the exception of the tenants' monetary application, which is dismissed with leave to reapply.

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 an Order of Possession to the landlord, which is to take effect by 1:00 p.m. on August 31, 2017. 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 #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 landlord's 1 Month Notice, dated April 16, 2017, is cancelled and is of no force or effect.

The tenants' monetary portion of their application is dismissed with leave to reapply.

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: May 26, 2017

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Residential Tenancy Branch