



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding VANCOUVER EVICTION SERVICES  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR, MNR, FF;   CNR, OLC, O, FF

### Introduction

This hearing dealt with the landlords' 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, pursuant to section 67; and
- authorization to recover the filing fee for their application, pursuant to section 72.

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

- cancellation of the landlords' 10 Day Notice to End Tenancy for Unpaid Rent ("10 Day Notice"), pursuant to section 46;
- an order requiring the landlords to comply with the *Act*, *Residential Tenancy Regulation* or tenancy agreement, pursuant to section 62;
- other unspecified remedies; and
- authorization to recover the filing fee for their application, pursuant to section 72.

The landlords' agent, SA ("landlord"), the two tenants ("tenants"), and the tenants' agent, LM attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The landlord confirmed that she had authority to speak on behalf of the three landlords named in this application, as an agent at this hearing (collectively "landlords") and she provided a written authorization to this effect. The tenants confirmed that their agent had permission to speak on their behalf at this hearing. This hearing lasted approximately 34 minutes in order to allow both parties to negotiate a full settlement of their applications.

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.

The landlord confirmed that she could not open or view the tenants' DVD digital evidence. The tenants confirmed that the evidence was not relevant to these applications. I notified both parties that I would not consider the evidence at the hearing because it was not relevant and the tenants failed to ensure that the landlords could view it prior to the hearing, as required by the Residential Tenancy Branch *Rules of Procedure*. In any event, I was not required to consider the evidence because the parties settled the matter between themselves.

At the outset of the hearing, both parties confirmed that the tenants had already vacated the rental unit.

### 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 and 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 with respect to this entire tenancy:

1. Both parties agreed that the landlords will retain \$400.00 from the tenants' security deposit of \$800.00;
2. The landlords agreed to return the remaining \$400.00 from the tenants' security deposit to the tenants by June 30, 2017, by way of a cheque to be sent in the mail;
3. Both parties agreed to bear the cost of the \$100.00 filing fees paid for their own applications;
4. Both parties agreed that this settlement agreement constitutes a final and binding resolution of both parties' applications and any issues arising out of this tenancy;
5. Both parties agreed that they will not initiate any future claims or applications against each other at the Residential Tenancy Branch, with respect to any issues arising out of this tenancy.

These particulars comprise a full and final settlement of all aspects of this dispute and arising out of this tenancy. Both parties affirmed that they understood and agreed to the above terms, free of any duress or coercion. Both parties affirmed that they understood and agreed to these terms as legal, final, binding and enforceable, settling all aspects of this dispute and arising out of this tenancy.

### Conclusion

To give effect to the settlement reached between the parties, I order the landlords to retain \$400.00 from the tenants' security deposit of \$800.00.

In order to implement the above settlement reached between the parties, I issue a monetary Order in the tenants' favour in the amount of \$400.00. I deliver this Order to the tenants in support of the above agreement for use only in the event that the landlords do not abide by condition #2 of the above monetary agreement. The landlords must be served with a copy of this Order as soon as possible after a failure to comply with condition #2 of the above monetary agreement. Should the landlords 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.

Both parties must bear the cost of the \$100.00 filing fees paid for their own applications.

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: June 23, 2017

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Residential Tenancy Branch