

DECISION

Dispute Codes LANDLORD: OPR, MNR, MNSD, FF
TENANT: CNR, CNL, CNC, O

Introduction

This hearing dealt with cross applications for Dispute Resolution filed by both the Landlords and the Tenants.

The Landlords filed seeking an Order of Possession, a monetary order for unpaid rent and utilities, to retain the Tenants' security deposit and to recover the filing fee for this proceeding.

The Tenants filed to obtain an order to cancel Notices to End Tenancy and for other considerations.

Service of the hearing documents by the Landlord to the Tenant was done by posting it on the door of the rental unit. The Landlord only serviced the male Tenant as the Landlord had removed the female Tenant from the tenancy agreement. The Tenants submitted the original tenancy agreement with the female Tenant's name and signature on the tenancy agreement. The Landlord initialed the changes but the Tenants did not initial any changes to the tenancy agreement and were unaware of the change to the tenancy agreement until the Landlord sent his hearing package to the Tenants. Consequently I find the Landlord has not served both Tenants with the Landlord's hearing package as required by section 89 of the Act.

Service of the hearing documents by the Tenants to the Landlords were done by registered mail on May 17, 2017 in accordance with section 89 of the Act. The Tenants said they used the Landlord's address that was on the Notices to End Tenancy but the package was returned as unclaimed. I find the Landlord is deemed to have been served 5 days after the Tenants' mailed the hearing package to the Landlord.

During the course of the hearing, the parties reached an agreement to settle these matters, on the following conditions:

1. the Tenants and the Landlord agreed to end the tenancy by 1:00 p.m. on July 15, 2017.

2. the Landlord agreed to forgive the unpaid rent in the amount of \$1,590.00 and the unpaid utilities in the amount of \$803.27 to the Tenants as compensation for ending the tenancy on July 15, 2017.
3. the Tenants agreed to allow the Landlord to retain their security deposit of \$800.00 as compensation for extending the tenancy to July 15, 2017.
4. the Landlord will receive an Order of Possession with an effective vacancy date of July 15, 2017.

Under section 63 (1) the director can assist parties or offer parties an opportunity to settle their dispute. Pursuant to section 63 of the Act the Landlords and the Tenants agreed to the above arrangement.

As no further action is required on this file, the file is closed.

Conclusion

The Parties agreed to end the tenancy on July 15, 2017 as per the above arrangement.

The Landlord has received an Order of Possession with an effective vacancy date of July 15, 2017.

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 21, 2017.

Residential Tenancy Branch