



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPL, OPC, MND, MNDC, MNSD, O, FF

Introduction

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

- an order of possession for landlord's use of property and for cause, pursuant to section 55;
- a monetary order for damage to the rental unit and for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("Regulation") or tenancy agreement, pursuant to section 67;
- authorization to retain the tenants' security deposit, pursuant to section 38;
- other unspecified remedies; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The landlord and the two tenants (male and female) 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 female tenant initially spoke at the hearing for the first few minutes and then the male tenant spoke for the remainder of the hearing on behalf of the female tenant, confirming that he had authority to do so (collectively "tenants"). This hearing lasted approximately 21 minutes in order to allow both parties to fully negotiate a settlement of this claim.

The male tenant confirmed receipt of the landlord's application for dispute resolution package. In accordance with sections 89 and 90 of the *Act*, I find that both tenants were duly served with the landlord'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 and orders. 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 this tenancy will end by 7:00 p.m. on June 30, 2017, by which time the tenant(s) and any other occupants will have vacated the rental unit;
2. Both parties agreed to meet at 7:00 p.m. on June 30, 2017 in order to complete the following tasks:
 - a. the tenants will return the rental unit keys to the landlord;
 - b. both parties will complete a move-out condition inspection and report;
 - c. the tenants will provide their forwarding address in writing to the landlord;
 - d. the landlord will provide a copy of the move-in condition inspection report to the tenants;
3. The landlord agreed that this settlement agreement constitutes a final and binding resolution of her application at this hearing, with the exception of the claims as noted below.

These particulars comprise a final settlement of this dispute. The settlement terms are legal, binding and enforceable, settling most aspects of this dispute, except as noted below.

I notified the landlord that her claims to retain the tenants' security deposit and for damages and losses were premature, as the tenancy had not yet ended at the time of this hearing. I notified her that those portions of her application were dismissed with leave to reapply.

As I did not hold a full hearing to determine the merits of the landlord's application and both parties settled the matter between themselves, I notified both parties that the landlord was not entitled to recover the \$100.00 application filing fee from the tenants.

Conclusion

To give effect to the settlement reached between the parties and as advised to both parties during the hearing, I issue the attached Order of Possession to be used by the landlord only if the tenant(s) and any other occupants fail to vacate the rental premises by 7:00 p.m. on June 30, 2017. The tenant(s) must be served with this Order in the event that the tenant(s) and any other occupants fail to vacate the rental premises by

7:00 p.m. on June 30, 2017. 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.

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

The landlord's application to retain the tenants' security deposit, for damage to the rental unit and for compensation for damage and loss under the *Act, Regulation* or tenancy agreement are 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: July 04, 2017

Residential Tenancy Branch