



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC OPR CNR CNC MNDC MNR MNSD OLC PSF RP FF

Introduction

This hearing dealt with applications from both the landlords and the tenants under the *Residential Tenancy Act* ("the Act"). The landlord applied for: an Order of Possession for Unpaid Rent or Cause pursuant to section 55; a monetary order for unpaid rent and utilities pursuant to section 67; authorization to retain the tenants' security deposit in partial satisfaction of the monetary order requested pursuant to section 38; and authorization to recover the filing fee from the tenants pursuant to section 72.

The tenant applied for: cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent and 1 Month Notice to End Tenancy for Cause pursuant to section 46 and 47 respectively; a monetary order for compensation for damage or loss under the *Act*, and the tenancy agreement pursuant to section 67; an order requiring the landlord to comply with the *Act* pursuant to section 62; an order that the landlord provide services or facilities required by law pursuant to section 65; and an order that the landlord make repairs to the rental unit pursuant to section 33.

Both parties attended this hearing. The two landlords attended the hearing represented by an assistant/translator and one tenant attended the hearing with an assistant. Both parties were given a full opportunity to be heard, to present sworn testimony, and to make submissions. Both parties confirmed receipt of the other's evidentiary submissions for this hearing. Before the conclusion of this hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Background and Evidence

This tenancy began on October 1, 2016 with a monthly rental amount of \$1400.00 payable on the first of each month. The landlord's assistant ("the landlord") confirmed that the landlords continue to hold a \$700.00 security deposit paid at the outset of this

tenancy (September 26, 2016). The landlords sought an end to this tenancy and an Order of Possession. The landlords testified that, except the month of July 2017, the tenant has paid all outstanding rent amounts. The tenant sought to recover utility payments that should have been included in her rental amount, according to the residential tenancy agreement.

The tenant and landlord ultimately agreed that the tenant would vacate the rental unit on July 31, 2017. They also agreed that each party was entitled to 50% of the security deposit for this tenancy.

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. Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a decision:

The Parties mutually agreed as follows:

1. The tenant agreed to vacate the rental unit on or before July 31, 2017 at four in the afternoon.
2. The tenant agreed to leave the rental unit reasonably clean and undamaged except for reasonable wear and tear in accordance with section 37 of the *Act*.
3. The landlord will retain \$350.00 of the tenant's security deposit at the end of the tenancy.
4. The landlord will pay \$350.00 of the tenant's security deposit to the tenant on the last day of the tenancy.
5. The parties agree that they will address the security deposit at the end of tenancy following the provisions of the *Act* provided above and any other relevant sections.
6. These terms comprise the full and final settlement of all aspects of this dispute for both parties.

The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of this matter.

Conclusion

To give effect to the settlement reached between the parties, the landlord is provided with a formal copy of an Order of Possession effective July 31, 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.

To give further effect to the settlement reached between the parties, I allow the landlord to retain \$350.00 of the tenant's security deposit and return to the tenant, on the last day of tenancy the remainder of the security deposit in the amount of \$350.00.

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 05, 2017

Residential Tenancy Branch