



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MND, MNDC, MNSD, FF; CNR, RR, 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, 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 and pet damage deposits, pursuant to section 38; 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 landlord's 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, dated May 18, 2017 ("10 Day Notice") pursuant to section 46;
- an order to allow the tenants to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65; and
- authorization to recover the filing fee for their application, pursuant to section 72.

The two landlords and the two tenants attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. This hearing lasted approximately 86 minutes in order to allow both parties to negotiate a full settlement of both 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.

Settlement Terms

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 that this tenancy will end by 3:00 p.m. on July 18, 2017, by which time the tenants and any other occupants will have vacated the rental unit;
2. Both parties agreed to complete a move-out condition inspection and report at the rental unit at 3:00 p.m. on July 18, 2017;
3. The landlords agreed that their 10 Day Notice, dated May 18, 2017, is cancelled and of no force or effect;
4. The tenants agreed to pay the landlords a total of \$8,450.00 on the following terms:
 - a. The landlords will retain the tenants' security deposit of \$1,700.00 and pet damage deposit of \$1,700.00;
 - b. The tenants will pay the landlords \$5,050.00 by July 17, 2017;
 - c. \$4,550.00 from the above amount of \$8,450.00 includes rental arrears from April 28 to July 18, 2017;
 - d. \$500.00 from the above amount of \$8,450.00 includes payment by the tenants to the landlords for the main bathroom and shower repairs;
 - e. The landlords agreed to abandon their claim for \$34,950.00 for the main bathroom and shower repairs and not to pursue this claim against the tenants at the Residential Tenancy Branch in the future;
5. Both parties agreed to bear the cost of the \$100.00 filing fees paid for their own applications;
6. Both parties agreed that this settlement agreement constitutes a final and binding resolution of both parties' applications at this hearing.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties affirmed at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties affirmed 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 advised to both parties during the hearing, I issue the attached Order of Possession to be used by the landlords **only** if the tenant(s) and any other occupants fail to vacate the rental premises by 3:00 p.m. on July 18, 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 3:00 p.m. on July 18, 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 landlords' 10 Day Notice, dated May 18, 2017, is cancelled and of no force or effect.

I order the landlords to retain the tenants' security deposit of \$1,700.00 and pet damage deposit of \$1,700.00.

In order to implement the above settlement reached between the parties, and as advised to both parties during the hearing, I issue a monetary Order in the landlords' favour in the amount of \$5,050.00. I deliver this Order to the landlords in support of the above agreement for use **only** in the event that the tenant(s) fail to abide by condition #4(b) of the above agreement. The tenant(s) must be served with a copy of this Order. Should the tenant(s) 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: July 17, 2017

Residential Tenancy Branch