



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      FF, MND, OPC, CNC, LRE, OLC

### Introduction

The Application for Dispute Resolution filed by the Tenants makes the following claims:

- a. An order to cancel the one month Notice to End Tenancy dated May 15, 2017
- b. An order suspending or setting conditions on the landlord's right to enter the rental unit.
- c. An order that the landlord comply with section 28 and 29 of the Act.
- d. An order that the tenant recover the cost of the filing fee

The Application for Dispute Resolution filed by the landlord makes the following claims:

- a. An Order for Possession for cause.
- b. A monetary order in the sum of \$2000 for unpaid rent and damages
- c. An order to recover the cost of the filing fee

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

I find that the Notice to End Tenancy was served on the Tenants by posting on May 15, 2017. Further I find that the Application for Dispute Resolution/Notice of Hearing filed by each party was sufficiently served on the other party.

### Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the tenant(s) are entitled to an order cancelling the one month Notice to End Tenancy dated May 15, 2017?
- b. Whether the tenant(s) are entitled to an order that the landlord comply with the Act, regulation and/or the tenancy agreement?
- c. Whether the tenant(s) are entitled to an order suspending or setting conditions on the landlord's right to enter the rental unit?
- d. Whether the tenant(s) are entitled to recover the cost of the filing fee?
- e. Whether the landlord is entitled to an Order for Possession?

- f. Whether the landlord is entitled to A Monetary Order and if so how much?
- g. Whether the landlord is entitled to recover the cost of the filing fee?

#### Background and Evidence

The tenancy began approximately 5 years ago. The present rent is \$1100 per month payable in advance on the first day of each month. The tenants paid a security deposit at the start of the tenancy but it has been applied to outstanding rent.

The rent for July has not been paid. The Tenants testified they attempted to pay it but the landlord refused to accept payment. They stated they are prepared to pay it if the landlord will accept the payment.

The tenants stated they have found alternative accommodation for the end of July. In the circumstances the parties decided it was appropriate to negotiate a settlement rather than engage in litigation.

#### Settlement:

The parties reached a settlement and they asked that I record the settlement pursuant to section 63(2) of the Residential Tenancy Act as follows:

- a. The parties mutually agree to end the tenancy at 1:00 p.m. on July 27,, 2017 and they request that the arbitrator issue an Order of Possession for that date.
- b. The parties consent to a monetary order ordering the tenant(s) to pay to the landlord the sum of \$1000 for rent for July 2017.
- c. The tenant(s) shall pay to the landlord the rent for July in the sum of \$1000 by July 16, 2017.
- d. The claim of the landlord for damages to the rental unit shall be dismissed with liberty to re-apply.
- e. The parties request that the tenants' claim for an order suspending or setting conditions on the landlord's right to enter the rental unit and an order that the landlord comply with section 28 and 29 shall be dismissed without leave to re-apply..

#### Analysis - Order of Possession:

As a result of the settlement I granted an Order of Possession effective 1:00 p.m. on July 27, 2017.

The tenant(s) must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, the landlord may register the Order with the Supreme Court of British Columbia for enforcement.

Analysis - Monetary Order and Cost of Filing fee:

I ordered that the tenants pay to the landlord the sum of \$1000 for unpaid rent for July 2017.

It is further Ordered that this sum be paid forthwith. The landlord is given a formal Order in the above terms and the Tenants must be served with a copy of this Order as soon as possible.

Should the Tenants fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial Court and enforced as an Order of that Court.

The parties were advised that if the tenants pay the rent by cash, the Residential Tenancy Act requires that the landlord issue a receipt.

The landlords claim for damages is dismissed with liberty to re-apply as that claim is premature.

All other claims brought by both parties are dismissed without leave to re-apply.

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 14, 2017

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Residential Tenancy Branch