



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** OPR OLC RP FF

### **Introduction**

This hearing dealt with the tenants' application pursuant to the *Residential Tenancy Act* (the *Act*) for

- an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement pursuant to section 62;
- an order to the landlord to make repairs to the rental unit pursuant to section 33; and
- authorization to recover the filing fee for this application from the landlord pursuant to section 72.

Both parties confirmed receipt of each other's applications for dispute resolution hearing package ("Applications") and evidence. In accordance with sections 88 and 89 of the *Act*, I find that both the landlord and tenants were duly served with the Applications and evidence.

This hearing was originally set to deal with the tenant's application only, but it came to my attention during the hearing that the same parties had a second matter set for a hearing on August 28, 2017 at 9:30 a.m. to deal with the landlord's application pertaining to this same tenancy for:

- an Order of Possession for unpaid rent pursuant to section 55; and
- authorization to recover the filing fee for this application, pursuant to section 72 .

Both parties appeared, and with their consent, both applications were dealt with today. Accordingly the hearing scheduled for August 28, 2017 is cancelled, and attendance of either party is not required for that appearance. Both parties were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another.

### **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. 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:

1. The tenants agreed to pay the landlord \$800.00 in outstanding rent for the months of January 2017 through to July 2017, to be paid on or before August 31, 2017.
2. Both parties agreed that the tenants' security deposit of \$350.00 will be dealt with according to the *Act* at the end of the tenancy.
3. All parties entered into a mutual agreement that this tenancy will end on July 31, 2017 at 9:00 p.m., by which date the tenants and any other occupants will have vacated the rental unit.
4. The landlord withdrew the 10 Day Notice to End Tenancy for Unpaid Rent, dated June 9, 2017.
5. All parties agreed that this tenancy ends by way of their mutual agreement to end this tenancy and not on the basis of the landlords' 10 Day Notice, dated June 9, 2017.
6. Both parties agreed that this settlement agreement constituted of a final and binding resolution of the tenants' application, and all matters under dispute at this time.

Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties testified 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 discussed with them during the hearing, I issue an Order of Possession to the landlord, which is to take effect by 9:00 p.m. on July 31, 2017. The landlord is provided with this Order in the above terms and the tenants must be served with this Order in the event that the tenants do not abide by condition #3 of the above settlement. Should the tenants 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's 10 Day Notice, dated June 9, 2017, is cancelled and is of no force or effect.

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 \$800.00. The landlord is provided with this Order in the above terms and the tenants must be served with a copy of this Order as soon as possible in the event that the tenants do not abide by condition #1 of the above agreement. Should the tenants 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.

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 19, 2017

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Residential Tenancy Branch