



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC, MNR, MNSD, MNDC, FF, CNC, ERP, RP, RR

Introduction

This hearing dealt with applications from both the tenants and the landlord pursuant to the *Residential Tenancy Act* (the *Act*).

The tenants applied for:

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 47;
- an order to the landlord to make repairs to the rental unit pursuant to section 33; and
- an order to the landlord to provide services or facilities required by law pursuant to section 65.

The landlord applied for:

- an Order of Possession pursuant to section 55;
- a monetary order for unpaid rent and damages pursuant to section 67;
- authorization to retain all or a portion of the tenants' security deposit in partial satisfaction of the monetary order requested pursuant to section 38; and
- authorization to recover the filing fee for this application from the tenants pursuant to section 72.

Both parties attended the hearing and were given full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The co-landlord, WC spoke for the landlords (the "landlord"). The tenant was represented by her agent RG (the "tenant").

As both parties were in attendance I confirmed that there were no issues with service. The tenant confirmed that he received the landlords' application for dispute resolution and evidentiary materials. The tenant testified that he did not submit any evidence. Pursuant to sections 88 and 89 of the *Act*, I find that the tenant was duly served with the landlords' application and evidence.

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 at this time:

1. This tenancy will end on 5:00pm October 31, 2017 by which time the tenant and any other occupant will have vacated the rental unit.
2. The parties agreed that this tenancy will continue in accordance with the tenancy agreement, the *Act* and regulations until the tenancy ends as agreed upon.
3. The parties agreed that this tenancy ends by way of their mutual agreement to end this tenancy and the landlord's 1 Month Notice is withdrawn and of no further effect.
4. The tenant will pay the landlord the amount of \$275.00 every Friday from August 4, 2017 until September 29, 2017 for the total amount of \$2,475.00.
5. The security deposit for this tenancy will be handled in accordance with the *Act* at the end of the tenancy.
6. The tenant will inform the landlord of any issues with the rental unit which requires repairs or maintenance. The landlord will inspect and take appropriate steps to ensure the rental unit is in good condition.
7. This settlement agreement constitutes a full, final and binding resolution of both the tenants' and landlord's applications at this hearing.

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 above noted settlement agreement, and as discussed with them during the hearing, I grant an Order of Possession to the landlord, effective **OCTOBER 31, 2017 at 5:00 pm**. 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 or any occupant on the premises fails to provide vacant possession in accordance with the settlement terms. 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 1 Month Notice, dated June 5, 2017 is cancelled and of no further effect.

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 28, 2017

Residential Tenancy Branch