



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, OPR, MNR, MNSD, FF, OLB, LRE, RR

Introduction

A hearing was convened based on cross- applications under the *Residential Tenancy Act* (the “Act”).

The landlords applied on June 6, 2017 for an order of possession and for a monetary order for unpaid rent and unpaid security deposit and for authorization to retain the portion of the security deposit that had been paid. The landlords also sought recovery of the application filing fee.

The tenants applied on May 29, 2017 for an order cancelling the landlords’ notice to end tenancy and for orders allowing the tenant to reduce rent and suspending the landlords’ right to enter the rental unit.

Both of the landlords and one of the tenants attended the hearing. The hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony and had the opportunity to present their evidence orally and in written and documentary form, to make submissions, and to respond to the other party.

At the outset of the hearing I advised the parties of their option to have me assist in mediating an agreement with respect to this tenancy. I further advised that any agreement would be documented in my decision pursuant to section 63 of the Act. It was made clear to the parties that there was no obligation to resolve the dispute through settlement.

Settlement

Over the course of the hearing, the parties advised that the tenancy ended on June 15, 2017, and reached an agreement to settle the remainder of their dispute on the terms set out below.

1. The landlords withdraw their 10 Day Notice to End Tenancy for Unpaid Rent and their application filed June 6, 2017.
2. The tenants withdraw their application filed May 29, 2017.
3. The landlords waive all claims, as set out in their application filed June 6, 2017, to unpaid rent and unpaid security deposit.
4. The landlords further waive any future claim with respect to damage to the rental unit caused by the tenants.
5. The tenant agrees to cooperate with the landlords to transfer the storage locker containing her belongs into her name no later than August 15, 2017.
6. The landlords agree to pay for the cost of the storage locker until the end of August, 2017, after which time the tenant will assume responsibility for the cost of the storage locker if she wishes to continue to store her belongings there.

Conclusion

This matter has been settled.

The parties are bound by the terms of the agreement set out above and by the Act. Should either party violate the terms of this agreement or the Act, it is open to the other party to apply for monetary compensation or other orders under the Act.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under s. 9.1(1) of the Act.

Dated: July 26, 2017

Residential Tenancy Branch