



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD, FF; CNR, RR, O, FF

Introduction

This hearing dealt with the landlord's 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, pursuant to section 67;
- authorization to retain the tenants' security deposit, pursuant to section 38; and
- authorization to recover the filing fee for her 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 June 4, 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;
- other unspecified remedies; and
- authorization to recover the filing fee for their application, pursuant to section 72.

The landlord, the landlord's agent and the two tenants (male and female) attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. The landlord confirmed that her agent had authority to speak on her behalf at this hearing. This hearing lasted approximately 65 minutes in order to allow both parties to negotiate a settlement of a portion of their applications.

The landlord confirmed receipt of the tenants' application for dispute resolution hearing package. In accordance with sections 89 and 90 of the *Act*, I find that the landlord was duly served with the tenants' application.

The landlord confirmed that the tenants were each served with a copy of the landlord's application for dispute resolution hearing package on June 29, 2017, both by way of registered mail. The landlord provided two Canada Post tracking numbers verbally during the hearing. The tenants confirmed that they did not receive the landlord's application. The male tenant said that he was out of town and the female tenant said that she was busy with sick family members and the mailbox was locked when she tried to renew it so by the time she reached there, the mail was gone. In accordance with sections 89 and 90 of the *Act*, I find that the tenants were both deemed served with the landlord's application on July 4, 2017, five days after their registered mailings. In any event, both parties voluntarily agreed to settle a portion of the landlord's application at this hearing.

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, except the monetary issues as noted below.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time:

1. The tenants agreed to comply with the bylaw orders, as per the District letter, by September 15, 2017;
2. Both parties agreed that this tenancy will end by 1:00 p.m. on September 30, 2017, by which time the tenants and any other occupants will have vacated the rental unit;
3. Both parties agreed that the landlord withdraws her monetary claim for unpaid rent and the tenants withdraw their rent reduction claim, in order to pursue these claims in the Supreme Court of British Columbia since the amounts are in excess of \$35,000.00;
4. Both parties agreed to bear their own costs for the \$100.00 filing fees paid for their applications;
5. Both parties agreed that this settlement agreement constitutes a final and binding resolution of both parties' applications at this hearing, except the monetary issues as noted above.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties, except the monetary issues as noted above. 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, except the monetary issues as noted above.

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 landlord **only** if the tenant(s) and any other occupants fail to vacate the rental premises by 1:00 p.m. on September 30, 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 1:00 p.m. on September 30, 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.

Both parties must bear the costs of the \$100.00 filing fees paid for their applications.

The landlord's application for a monetary order for unpaid rent and the tenants' application for a rent reduction, are both withdrawn.

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: August 17, 2017

Residential Tenancy Branch