



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes CNR, CNC, MNR, MNDC, OLC, LRE, LAT, FF

### Introduction

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

- cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, dated October 2, 2017 ("10 Day Notice"), pursuant to section 46;
- cancellation of the landlord's two 1 Month Notices to End Tenancy for Cause, dated October 14 and 20, 2017 ("two 1 Month Notices"), pursuant to section 47;
- a monetary order for the cost of emergency repairs to the rental unit and compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("Regulation") or tenancy agreement, pursuant to section 67;
- an order requiring the landlord to comply with the *Act*, *Regulation* or tenancy agreement, pursuant to section 62;
- an order to suspend or set conditions on the landlord's right to enter the rental unit, pursuant to section 70;
- authorization to change the locks to the rental unit, pursuant to section 70; and
- authorization to recover the filing fee for this application, pursuant to section 72.

"Tenant JS" did not attend this hearing, which lasted approximately 59 minutes. The landlord, the two tenants and the tenants' lawyer 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 two tenants confirmed that their lawyer had permission to speak on their behalf at this hearing. The tenants' lawyer confirmed that he also had permission to speak on behalf of tenant JS at this hearing.

The landlord confirmed receipt of the tenants' application for dispute resolution hearing package and the tenants' lawyer confirmed receipt of the landlord's written evidence package. In accordance with sections 88, 89 and 90 of the *Act*, I find that the landlord was duly served with the tenants' application and all three tenants were duly served with the landlord's written evidence package.

The tenants provided copies of the 10 Day Notice and the two 1 Month Notices for this hearing. In accordance with sections 88 and 90 of the *Act*, I find that all three tenants were duly served with the landlord's 10 Day Notice and two 1 Month Notices.

### 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 and orders. 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. Both parties agreed that this tenancy will end by 5:00 p.m. on November 22, 2017, by which time the tenants and any other occupants will have vacated the rental unit;
2. The tenants agreed to return the rental unit keys to the landlord by 5:00 p.m. on November 22, 2017, by way of a courier;
  - a. During the hearing, the landlord provided the tenants' lawyer with the address where the rental unit keys were to be sent by courier;
3. The tenants agreed to leave the appliances (refrigerator, stove, oven, dishwasher, washer, dryer) in the rental unit in an undamaged state when they vacate the rental unit;
4. Both parties agreed that the landlord will retain the tenants' entire security deposit of \$662.50 and pet damage deposit of \$331.25;
5. The tenants agreed to abandon all claims in this application including the monetary order for \$2,000.00;
6. The tenants agreed to bear the cost of the \$100.00 filing fee paid for this application;
7. The tenants agreed that this settlement agreement constitutes a final and binding resolution of their application and any issues arising out of this tenancy;
8. Both parties agreed that they will not initiate any future claims or applications against each other at the Residential Tenancy Branch, with respect to any issues arising out of this tenancy, except if the landlord finds the appliances (refrigerator, stove, oven, dishwasher, washer, dryer) in the rental unit to be damaged by the tenants.

These particulars comprise a full and final settlement. Both parties affirmed that they understood and agreed to the above terms, free of any duress or coercion. Both parties affirmed that they understood and agreed to these terms as legal, final, binding and enforceable, settling all aspects of this dispute and arising out of this tenancy with the exception in condition #8.

### 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 tenants and any other occupants fail to vacate the rental premises by 5:00 p.m. on November 22, 2017. The tenants must be served with this Order in the event that the tenants and any other occupants fail to vacate the rental premises by 5:00 p.m. on November 22, 2017. 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.

I order the tenants to return the rental unit keys to the landlord by 5:00 p.m. on November 22, 2017.

To give effect to the settlement reached between the parties, **I order the landlord or his agent to inspect the appliances (refrigerator, stove, oven, dishwasher, washer, dryer) in the rental unit by November 30, 2017, in order to determine whether they have been damaged by the tenants. I order the landlord to notify the tenants' lawyer in writing about the findings of the above inspection by December 1, 2017.**

I order the landlord to retain the tenants' entire security deposit \$662.50 and pet damage deposit of \$331.25.

The tenants must bear the cost of the \$100.00 filing fee paid for this application.

The landlord's 10 Day Notice, dated October 2, 2017, and two 1 Month Notices, dated October 14 and 20, 2017, are cancelled and of no force or 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: November 22, 2017

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Residential Tenancy Branch