



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNRL OPC OPR CNC CNR OLC RP FFL FFT

### Introduction

This hearing dealt with an application by the landlords and an application by the tenant. The landlords applied pursuant to the *Residential Tenancy Act* ("the Act") for: an Order of Possession for Unpaid Rent or Cause pursuant to section 55; a monetary order for unpaid rent pursuant to section 67; and authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The tenant applied pursuant to the Act for: cancellation of the landlords' 10 Day Notice to End Tenancy for Unpaid Rent ("10 Day Notice") pursuant to section 46; as well as cancellation of the landlords' 1 Month Notice to End Tenancy for Cause pursuant to section 47; an order requiring the landlords to comply with the Act, regulation or tenancy agreement pursuant to section 62; an order that the landlords make repairs to the rental unit pursuant to section 33; and authorization to recover the filing fee for this application from the landlords pursuant to section 72.

Both parties attended the hearing and were given an opportunity to be heard, to present sworn testimony and to make submissions. Both parties had representatives present to assist them. The tenant had the support of her daughter as a translator and additional representative. Both parties confirmed receipt of each other's Application for Dispute Resolution packages with documentary evidentiary materials.

Before the conclusion of this hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

### Background and Evidence

This tenancy began in September 2016 as a month to month tenancy with rent payable on the first of each month. The landlord testified that the agreed-upon rental amount was \$800.00 per month while the tenant contended that the agreed-upon rental amount was \$700.00 per month. The landlords' representative verified that the landlords continue to hold a \$200.00 security deposit paid by the tenant at the outset of this tenancy.

The tenant ultimately agreed to vacate the rental unit on or before January 31, 2018. The landlord agreed to accept \$700.00 monthly rent for the month of January 2018, the final month of the tenancy.

### 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. Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a decision:

#### **The Parties mutually agreed as follows:**

1. The tenant agreed to vacate the rental unit on or before January 31, 2018 at one in the afternoon.
2. The parties agree that a monthly rental amount of \$700.00 will be paid by the tenant to the landlords on January 1, 2018 *if residing in the unit as of January 1, 2018*.
3. The landlords agreed that the tenant would not be penalized for vacating the rental unit prior to January 2018.
4. If the tenant remains in the rental unit on January 1, 2018, the landlord will be entitled to use the Order of Possession granted to the landlord.
5. The parties agree that they will address the security deposit at the end of tenancy following the provisions of the *Act* provided above and any other relevant sections.
6. These terms comprise the full and final settlement of all aspects of this dispute for both parties.

The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of this matter.

### Conclusion

To give effect to the settlement reached between the parties, the landlords are provided with a formal copy of an Order of Possession effective January 1, 2018 ***to be used if and only if the tenant does not pay rent as agreed*** at the outset of January 1, 2018. 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.

To give further effect to the settlement reached between the parties, the landlords are provided with a formal copy of an Order of Possession effective January 31, 2018 – the agreed upon vacate date. 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.

*The tenant is reminded to pay \$700.00 to the landlord for monthly rent on January 1, 2018.*

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: December 22, 2017

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Residential Tenancy Branch