



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      OPR, MNR, FF; CNR, ERP, RP

### Introduction

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

- an order of possession for unpaid rent or utilities, pursuant to section 55;
- a monetary order for unpaid rent or utilities, pursuant to section 67; and
- authorization to recover the filing fee for their application, pursuant to section 72.

This hearing also dealt with the tenants' cross-application pursuant to the *Act* for:

- cancellation of the landlords' 10 Day Notice to End Tenancy Unpaid Rent or Utilities, dated October 2, 2017 ("10 Day Notice"), pursuant to section 46; and
- an order requiring the landlords to complete emergency and regular repairs to the rental unit, pursuant to section 33.

"Landlord GDD" and three tenants ("tenant JRF" and "tenant ERF" and "tenant MRF") did not attend this hearing, which lasted approximately 50 minutes. Landlord GD ("landlord"), the landlords' agent, and tenant AF ("tenant") 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 and the landlords' agent confirmed that they had authority to speak on behalf of landlord GDD at this hearing and the tenant confirmed that he had permission to speak on behalf of the other three tenants at this hearing.

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

The landlord confirmed that he did not receive a copy of the tenants' application for dispute resolution hearing package. The tenant claimed that he served it to landlord GDD, who is the landlord's father. However, the landlord affirmed that he wanted to deal with the tenants' application at this hearing by way of a settlement so I proceeded on the basis of the landlord's consent.

### 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 1:00 p.m. on January 15, 2018, by which time the tenants and any other occupants will have vacated the rental unit;
2. Both parties agreed that the tenants owe rent of \$4,200.00 to the landlords from October 1 to December 31, 2017 and rent of \$750.00 from January 1 to 15, 2018;
3. The tenants agreed to pay the landlords rent totaling \$4,950.00, which the landlords agreed to accept for the period from October 1, 2017 to January 15, 2018, according to the following payment schedule;
  - a. \$750.00 to be paid by December 22, 2017;
  - b. \$750.00 to be paid by December 29, 2017;
  - c. \$750.00 to be paid by January 5, 2018;
  - d. \$750.00 to be paid by January 12, 2018;
  - e. \$750.00 to be paid by January 19, 2018;
  - f. \$750.00 to be paid by January 26, 2018;
  - g. \$450.00 to be paid by February 2, 2018;
4. The landlords agreed that their 10 Day Notice, dated October 2, 2017, is cancelled and of no force or effect;
5. Both parties agreed that no repairs are required at the rental unit prior to the tenants vacating by January 15, 2018, except the landlords agreed to inspect the leak in the basement crawl space of the rental unit by 1:00 p.m. on December 21, 2017 and to repair it if required thereafter;

6. Both parties agreed that the tenants' security deposit of \$700.00 will be dealt with at the end of this tenancy in accordance with section 38 of the *Act*;
7. The landlords agreed to bear the cost of the \$100.00 filing fee paid for their application;
8. Both parties agreed that this settlement agreement constitutes a final and binding resolution of both parties' applications made at this hearing.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. 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.

### 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(s) **only** if the tenant(s) and any other occupants fail to vacate the rental premises by 1:00 p.m. on January 15, 2018. The tenant(s) company 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 January 15, 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.

The landlords' 10 Day Notice, dated October 2, 2017, is cancelled and of no force or effect.

In order to implement the above settlement reached between the parties, and as advised to both parties during the hearing, I issue a monetary Order in the landlords' favour in the amount of \$4,200.00, the current rent amount owing for this tenancy. I deliver this Order to the landlord(s) in support of the above agreement for use **only** in the event that the tenant(s) fail to pay the landlord(s) \$4,200.00 as per condition #3 of the above agreement. The tenant(s) must be served with a copy of this Order. Should the tenant(s) fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

I notified the landlords that if they required a monetary order for January 2018 rent of \$750.00, they would be required to file a new application for dispute resolution, as this is a future amount that is not currently due under the tenancy agreement.

I order the landlords to inspect the leak in the basement crawl space of the rental unit by 1:00 p.m. on December 21, 2017 and to repair it if required thereafter.

The tenants' security deposit of \$700.00 will be dealt with at the end of this tenancy in accordance with section 38 of the *Act*.

The landlords must bear the cost of the \$100.00 filing fee paid for their application.

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 26, 2017

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Residential Tenancy Branch