



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET, FFL

Introduction

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

- an early end to this tenancy and an Order of Possession pursuant to section 56; and
- authorization to recover their filing fee for this application from the tenants pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another.

As the tenants confirmed that they were handed a copy of the landlords' dispute resolution hearing package and written evidence on December 8, 2017, I find that they were duly served with these documents in accordance with sections 88 and 89 of the *Act*.

Issues(s) to be Decided

Are the landlords entitled to an early end to this tenancy and an Order of Possession?
Are the landlords entitled to recover the filing fee for this application from the tenants?

Background and Evidence

This fixed term tenancy began on November 3, 2017 and is scheduled to end on March 31, 2018. According to the terms of the written tenancy agreement between the parties, rent for November 2017 was set at \$1,375.00 and the remaining monthly rent of \$1,500.00 was due on the first of each month. The landlords continue to hold the tenants' \$750.00 security deposit paid on November 3, 2017.

After the tenants raised concerns about a number of features of the rental home, the landlords retained a home inspector. When the landlords realized the extent of the deficiencies in this home, Landlord LYL sent the tenants an email on December 2, 2017, advising them they would need to vacate the rental home as she believed that the premises were uninhabitable. Landlord LYL confirmed that she has received rent payments from the tenants for November and December 2017. Although the tenants attempted to pay their January 2018 rent, the landlords have not cashed their payment, pending the outcome of the hearing of the landlords' application.

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. During the hearing, the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding resolution of their dispute:

1. Both parties agreed that this tenancy will end by 1:00 p.m. on January 31, 2018, by which time the tenants will have surrendered vacant possession of the rental unit to the landlords.
2. The landlords agreed to allow the tenants to occupy the rental home for the month of January 2018, without having to pay any rent.
3. Both parties agreed that this settlement agreement constituted a final and binding resolution of the landlords' application and all issues currently in dispute arising out of this tenancy at this time and that they did so of their own free will and without any element of force or coercion.

Conclusion

To give effect to the settlement reached between the parties and as discussed at the hearing, I issue the attached Order of Possession to be used by the landlords if the tenants do not vacate the rental premises in accordance with their agreement. The landlords are provided with these Orders in the above terms and the tenants must be served with an Order in the event that the tenants do not vacate the premises by the time and date set out in their agreement. 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.

To give effect to the terms of the parties' settlement agreement, I order that no rent be paid by the tenants for the month of January 2018 and that any cheque or payment already provided by the tenants for that month be returned to the tenants.

As this tenancy has not yet ended, the return of the tenants' security deposit is to be handled through the standard provisions of the *Act*.

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: January 05, 2018

Residential Tenancy Branch