



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      OPB, MNDC, MNSD, FF;   OLC, FF

### Introduction

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

- an order of possession for breach of an agreement, pursuant to section 55;
- a monetary order for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("Regulation") or tenancy agreement, pursuant to section 67;
- authorization to retain the tenant's security deposit, pursuant to section 38; and
- authorization to recover the filing fee for their application, pursuant to section 72.

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

- an order requiring the landlords to comply with the *Act*, *Residential Tenancy Regulation* or tenancy agreement, pursuant to section 62; and
- authorization to recover the filing fee for her application, pursuant to section 72.

The "female landlord" did not attend this hearing, which lasted approximately 20 minutes. The male landlord ("landlord"), the tenant, and the tenant's advocate 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 he had authority to speak on behalf of the female landlord as an agent at this hearing.

Both parties confirmed receipt of the other party's application for dispute resolution hearing package. In accordance with sections 89 and 90 of the *Act*, I find that both parties were duly served with the other party's application.

### 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.

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 3:00 p.m. on March 31, 2018, by which time the tenant and any other occupants will have vacated the rental unit;
2. Both parties agreed that the landlord and the tenant will meet at the rental unit at 3:00 p.m. on March 31, 2018 to conduct a move-out condition inspection and report;
3. Both parties agreed that the tenant is not required to pay any rent to the landlords for March 2018;
4. The tenant agreed that the landlords are entitled to retain \$147.00 from the tenant's security deposit for carpet cleaning to be completed at the end of this tenancy;
5. Both parties agreed that the remainder of the tenant's security deposit (less the \$147.00 deduction above) will be dealt with at the end of this tenancy in accordance with section 38 of the *Act*;
6. Both parties agreed to bear their own costs for the \$100.00 filing fees paid for these applications;
7. Both parties agreed that this settlement agreement constitutes a final and binding resolution of their applications 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 landlords **only** if the tenant and any other occupants fail to vacate the rental premises by 3:00 p.m. on March 31, 2018. The tenant must be served with this Order in the event that the tenant and any other occupants fail to vacate the rental premises by 3:00 p.m. on March 31, 2018. Should the tenant 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 tenant to deduct her entire rent amount for March 2018 so that she is not required to pay any rent to the landlords for this month.

I order the landlords to deduct \$147.00 from the tenant's security deposit and to deal with the remainder of the tenants' security deposit at the end of this tenancy in accordance with section 38 of the *Act*.

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

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: February 28, 2018

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Residential Tenancy Branch