



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding VANCOUVER EVICTION SERVICES
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, MNDCT, LRE, LAT, FFT

Introduction

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

- cancellation of the landlords' 1 Month Notice to End Tenancy for Cause, dated March 2, 2018 ("1 Month Notice"), pursuant to section 55;
- a monetary order for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* or tenancy agreement, pursuant to section 62;
- an order to suspend or set conditions on the landlords' 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 their application, pursuant to section 72.

The individual landlord ("landlord"), an agent for the landlord company ("landlord company agent"), and the individual tenant ("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 company agent confirmed her authority to represent the landlord company named in this application. The landlord, the landlord company agent and the landlord company are referred to collectively as "landlords" in this decision. The tenant confirmed his authority to represent the tenant company named in this application (collectively "tenants"). This hearing lasted approximately 42 minutes in order to allow both parties to negotiate a full settlement of this application.

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

The tenants were in receipt of the landlords' 1 Month Notice. In accordance with sections 88 and 90 of the *Act*, I find that the tenants were duly served with the landlords' 1 Month Notice.

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 this tenancy will end by 7:00 p.m. on May 31, 2018, by which time the tenants and any other occupants will have vacated the rental unit;
2. The landlords agreed to pay the tenants \$6,176.00 by 7:00 p.m. on May 31, 2018, by way of a certified cheque in the tenant's name not the tenant company name, once the tenant returns the keys and FOBS for the rental unit to the landlords first;
3. Both parties agreed that the tenants' security deposit of \$1,200.00 will be dealt with at the end of this tenancy in accordance with section 38 of the *Act*;
4. Both parties agreed that the tenants provided a valid forwarding address to the landlords at this hearing and the tenant identified it as a business address where he can personally sign for and receive Residential Tenancy Branch-related documents (the address appears on the cover page of this decision);
5. The tenant agreed that this settlement agreement constitutes a final and binding resolution of the tenants' application at this hearing.

These particulars comprise a final settlement of all aspects of this dispute. Both parties affirmed that they understood and agreed to the above settlement terms, free of any duress or coercion. Both parties affirmed that they understood that the settlement terms are legal, final, binding and enforceable, settling all aspects of this dispute.

Since both parties settled this application and I was not required to make a decision after a full hearing on the merits of the application, I decline to award the \$100.00 filing fee paid for this application to the tenants. The tenants must bear the cost of this fee.

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 tenants and any other occupants fail to vacate the rental premises by 7:00 p.m. on May 31, 2018. 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 7:00 p.m. on May 31, 2018. 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.

The landlords' 1 Month Notice, dated March 2, 2018, 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 tenants' favour in the amount of \$6,176.00. I deliver this Order to the tenants in support of the above agreement for use **only** in the event that the landlords fail to pay the tenants \$6,176.00 as per the above agreement. The landlords must be served with a copy of this Order. Should the landlords 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.

The tenants' security deposit of \$1,200.00 will be dealt with at the end of this tenancy in accordance with section 38 of the *Act*.

The tenants must bear the cost of the \$100.00 filing fee paid for this 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: May 25, 2018

Residential Tenancy Branch