



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CASA MIA C/O GATEWAY PROPERTY MANAGEMENT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPC, MNDL-S, FFL; CNC

Introduction

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

- an order of possession for cause, pursuant to section 55;
- a monetary order for damage to the rental unit, pursuant to section 67;
- authorization to retain the tenants' security deposit, pursuant to section 38; and
- authorization to recover the filing fee for this application, pursuant to section 72.

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

- cancellation of the landlords' 1 Month Notice to End Tenancy for Cause, dated August 24, 2018 ("1 Month Notice"), pursuant to section 47.

The landlords' agent ("landlord"), the two tenants, "male tenant" and female tenant ("tenant"), and the tenants' 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 was the building caretaker and that he had permission to speak on behalf of both landlords named in this application as an agent (collectively "landlords"). The tenant confirmed that she had permission to speak on behalf of the male tenant. The tenant also confirmed that her advocate had permission to speak on behalf of both tenants. This hearing lasted approximately 50 minutes.

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.

The tenants were in receipt of the landlords' 1 Month Notice. The notice has an effective move-out date of September 30, 2018. In accordance with sections 88 and 90 of the *Act*, I find that both 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 1:00 p.m. on November 30, 2018, by which time the tenants and any other occupants will have vacated the rental unit;
2. The landlords agreed that their 1 Month Notice, dated August 24, 2018, was cancelled and of no force or effect;
3. The tenants agreed that they would not complete any more painting or repairs or cause any damages to the rental property, for the remainder of this tenancy;
4. The tenants agreed to pay the landlords \$500.00 by October 5, 2018 and the landlords agreed that this satisfies all outstanding rent owed by the tenants for this tenancy, to date;
5. The landlords agreed that they would not pursue their monetary claim for damages of \$873.50 against the tenants or file any future claims or applications at the Residential Tenancy Branch with respect to this claim;
6. The landlords agreed to bear their own cost for the \$100.00 filing fee paid for their application;
7. Both parties agreed that the tenants' security deposit of \$450.00 will be dealt with at the end of this tenancy in accordance with section 38 of the *Act*;
8. Both parties agreed that this settlement agreement constitutes a final and binding resolution of both applications 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.

The tenants' advocate and the tenant both affirmed that they had permission to make this agreement on behalf of the male tenant and that he agreed to all these terms during the hearing.

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 November 30, 2018. The tenant(s) 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 November 30, 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' 1 Month Notice, dated August 24, 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 landlords' favour in the amount of \$500.00. I deliver this Order to the landlords in support of the above agreement for use **only** in the event that the tenant(s) fail to pay the landlords \$500.00 as per condition #4 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.

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

The tenants' security deposit of \$450.00 will be dealt with at the end of this tenancy in accordance with section 38 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: October 05, 2018

Residential Tenancy Branch