



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FFL, OPC

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Landlords on October 25, 2018. The Landlords applied for an Order of Possession based on a One Month Notice to End Tenancy for Cause dated October 5, 2018 (the "Notice"). The Landlords sought reimbursement for the filing fee.

The Landlords filed an amendment to the Application dated November 16, 2018 (the "Amendment"). The Amendment added a monetary claim for \$1,490.00 which the Landlords advised was for unpaid rent and reimbursement for the filing fee. It also added a related claim; however, the Landlords confirmed it added further evidence in relation to the Notice.

The Tenants and Landlords appeared at the hearing. I explained the hearing process to the parties who did not have questions about the process when asked. The parties provided affirmed testimony.

Both parties had submitted evidence prior to the hearing. I addressed service of the hearing package and evidence. The Tenants confirmed they received the hearing package and Landlords' evidence. The Landlords advised that they did not receive the Tenants' evidence. The Tenants testified that they sent their evidence by registered mail to the Landlords. The Tenants were unable to find the tracking number when asked and I provided them time to look for it. I proceeded with the hearing and advised the parties we would return to this issue once the Tenants found the tracking number.

There was no issue that there is a tenancy agreement between the parties in relation to the rental unit.

During the hearing, I raised the possibility of settlement pursuant to section 63(1) of the *Residential Tenancy Act* (the “Act”) which allows an arbitrator to assist the parties to settle the dispute.

I explained the following to the parties. Settlement discussions are voluntary. If they chose not to discuss settlement that was fine, I would hear the matter and make a final and binding decision in the matter. If they chose to discuss settlement and did not come to an agreement that was fine, I would hear the matter and make a final and binding decision in the matter. If they did come to an agreement, I would write out the agreement in my written decision and make any necessary orders. The written decision would become a final and legally binding agreement and neither party could change their mind about it later.

The parties did not have questions about the above and agreed to discuss settlement and a discussion ensued.

Prior to ending the hearing, I confirmed the terms of the settlement agreement with the parties. I told the parties I would issue an Order of Possession and Monetary Order. I confirmed with the parties that all issues had been covered. The parties confirmed they were agreeing to the settlement voluntarily and without pressure from the other party or me.

Settlement Agreement

The Landlords and Tenants agree as follows:

1. The tenancy will end and the Tenants will vacate the rental unit no later than 1:00 p.m. on December 14, 2018.
2. The Notice is cancelled.
3. The Tenants agree to the Landlords keeping the \$695.00 security deposit and \$695.00 pet deposit at the end of the tenancy for unpaid rent.
4. The Tenants will pay the Landlords \$50.00 as reimbursement for half of the \$100.00 filing fee.

5. All rights and obligations of the Landlords and Tenants under the tenancy agreement will continue until 1:00 p.m. on December 14, 2018 unless otherwise addressed in this settlement agreement.

This agreement is fully binding on the parties and is in full and final satisfaction of the issues raised in the Application and Amendment.

The Landlords are granted an Order of Possession for the rental unit which is effective at 1:00 p.m. on December 14, 2018. If the Tenants fail to vacate the rental unit in accordance with the settlement agreement set out above, the Landlords must serve the Tenants with this Order. If the Tenants fail to vacate the rental unit in accordance with the Order, the Order may be enforced in the Supreme Court as an order of that Court.

The Landlords are granted a Monetary Order in the amount of \$50.00. If the Tenants fail to pay the \$50.00 as reimbursement for half of the filing fee, this Order must be served on the Tenants. If the Tenants do not comply with the Order, it may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

I advised the parties that the issue of service of the Tenants' evidence is a moot point given the parties came to a settlement agreement in this matter. I did not address this issue further.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Act*.

Dated: December 03, 2018

Residential Tenancy Branch