



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPM, MNRL-S, FFL

Introduction

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

- an order of possession based on a mutual agreement to end tenancy, pursuant to section 55;
- a monetary order for unpaid rent and utilities, 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.

The landlord's agent ("landlord"), tenant SHAL ("tenant"), and the tenants' agent 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 permission to represent the landlord named in this application at this hearing. The tenant confirmed that she had permission to represent the other two tenants named in this application at this hearing. This hearing lasted approximately 30 minutes.

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

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 1:00 p.m. on March 20, 2019, by which time the tenants and any other occupants will have vacated the rental unit;
2. The tenants agreed to return one of two sets of keys to the landlord by March 15, 2019;
3. The tenants agreed to pay the landlord \$857.75, which the landlord agreed satisfies all outstanding rent and utilities owed for this tenancy, by way of e-transfer according to the following:
 - a. \$400.00 by April 26, 2019;
 - b. \$457.75 by May 10, 2019;
4. The tenants agreed to pay the landlord \$400.00 to repair the damage to the hardwood flooring in front of the fireplace in the living room, by way of e-transfer by March 22, 2019;
5. The tenants agreed to pay the landlord \$100.00 for the filing fee cost for this application, by way of e-transfer by April 5, 2019;
6. The landlord agreed that all of his notices to end tenancy issued to the tenants, to date, are cancelled and of no force or effect;
7. The landlord agreed that this settlement agreement constitutes a final and binding resolution of his application 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 landlord **only** if the tenants and any other occupants fail to vacate the rental premises by 1:00 p.m. on March 20, 2019. The tenants must be served with this Order in the event that the tenant and any other occupants fail to vacate the rental premises by 1:00 p.m. on March 20, 2019. 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.

In order to implement the above settlement reached between the parties and advised to both parties during the hearing, I issue a monetary Order in the landlord's favour in the amount of \$1,357.75. I deliver this Order to the landlord in support of the above agreement for use only in the event that the tenants do not abide by the above monetary agreement. The tenants must be served with a copy of this Order as soon as possible. Should the tenants 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.

All of the landlord's notices to end tenancy, issued to the tenants, to date, are cancelled and of no force or effect.

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: March 14, 2019

Residential Tenancy Branch