



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OLC, LRE, RP, PSF, MNRL, FFL

Introduction

This hearing dealt with cross-applications filed by the parties. On April 19, 2020, the Tenant made an Application for Dispute Resolution seeking an Order to comply pursuant to Section 62 of the *Residential Tenancy Act* (the “*Act*”), seeking to restrict the Landlord’s right to enter pursuant to Section 70 of the *Act*, seeking a repair Order pursuant to Section 32 of the *Act*, and seeking provision of services or facilities pursuant to Section 62 of the *Act*.

The Landlord made an Application for Dispute Resolution seeking a Monetary Order for compensation pursuant to Section 67 of the *Act* and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

The Tenant and both Co-Landlords attended the hearing. All parties in attendance provided a solemn affirmation.

The Tenant advised that she served the Landlord with the Notice of Hearing and evidence package by email on April 23, 2020 and by registered mail on May 7, 2020, and the Co-Landlords confirmed that they received these packages. The Tenant did not check if the Co-Landlords could view the digital evidence prior to serving it; however, they accepted this evidence despite not viewing it. Based on the undisputed testimony, in accordance with Sections 89 and 90 of the *Act*, I am satisfied that the Co-Landlords were served these packages. As well, I have accepted the Tenant’s evidence and will consider it when rendering this Decision.

The Co-Landlords advised that they served the Tenant with the Notice of Hearing and evidence package by email on or around May 15, 2019, and the Tenant confirmed that she received this package. Based on the undisputed testimony, in accordance with Sections 89 and 90 of the *Act*, I am satisfied that the Tenant was served this package. As well, I have accepted the Co-Landlord’s evidence and will consider it when rendering this Decision.

All parties were given an opportunity to be heard, to present sworn testimony, and to make submissions. I have reviewed all oral and written submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this decision.

During the hearing, the parties turned their minds to reaching a full and final settlement agreement. The parties were able to reach an agreement and I have recorded the terms of agreement by way of this decision and the Monetary Order that accompanies it.

Settlement Agreement

The parties raised the possibility of settlement pursuant to Section 63(1) of the *Act* which allows an Arbitrator to assist the parties to settle the dispute. I explained to the parties that settlement discussions are voluntary, that if they chose not to discuss settlement I would make a final and binding decision on the matter, and that if they chose to discuss settlement and did not come to an agreement, that I would make a final and binding Decision on the matter.

I advised the parties that if they did come to an agreement, I would write out this agreement in my written Decision and make any necessary Orders. I also explained that the written Decision would become a final and legally binding agreement. The parties did not have questions about discussing a settlement when asked.

The parties engaged in a discussion on what would be an amenable settlement for both parties. The Co-Landlords and the Tenant agreed as follows:

1. The Tenant will give up vacant possession of the Rental unit on **June 15, 2020 at 1:00 PM**.
2. The Co-Landlords will pay to the Tenant an amount of **\$500.00**, a total which includes the Tenant's security deposit of \$387.50.
3. The Co-Landlords will contribute to the cost of the Tenant's move, up to an amount of **\$500.00**.
4. The Co-Landlords will provide the Tenant with a reference letter for her new tenancy.
5. The Co-Landlords will not be seeking compensation for any rent arrears.
6. The Co-Landlords will pay for any necessary moving boxes that the Tenant requires.

This agreement is fully binding on the parties and is in full and final satisfaction of this dispute.

If condition 1 is not satisfactorily complied with, the Co-Landlords are granted an Order of Possession that is effective at **1:00 PM on June 15, 2020 after service of this Order** on the Tenant.

In addition, if condition 2 is not satisfactorily complied with, the Tenant is granted a Monetary Order in the amount of **\$500.00**. This Order is enforceable only if the Co-Landlords fail to comply with the payment requirements set forth in the settlement above.

This settlement agreement was reached in accordance with Section 63 of the *Act*. The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the binding nature of this full and final settlement of these matters.

Conclusion

The parties reached a full and final settlement agreement in resolution of their disputes. I have recorded the terms of settlement in this decision and in recognition of the settlement agreement, I grant the Co-Landlords a conditional Order of Possession, to serve and enforce upon the Tenant if necessary, effective at **1:00 PM on June 15, 2020**. This Order must be served on the Tenant. If the Tenant fails to comply with this Order, the Co-Landlords may file the Order with the Supreme Court of British Columbia and be enforced as an Order of that Court.

In addition, I provide the Tenant with a conditional Monetary Order in the amount of **\$500.00** to serve and enforce upon the Co-Landlords, if necessary. The Order must be served on the Co-Landlords by the Tenant. Should the Co-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.

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: June 4, 2020

Residential Tenancy Branch