



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

OPCL, OPR, MNDL-S, MNRL-S, MNDCL-S

Introduction

This hearing was convened in response to the Landlords' Application for Dispute Resolution, in which the Landlords applied for an Order of Possession, a monetary Order for money owed or compensation for damage or loss, for a monetary Order for unpaid rent, for a monetary Order for damage to the rental unit, to keep all or part of the security deposit.

The Landlord with the initials "JS" stated that the Dispute Resolution Package was personally served to the Tenant with the initials "JW", although she cannot recall the date of service. "JW" stated that these documents were received, although she also cannot recall the date of service. "JW" stated that she showed the documents to her co-tenant, "KW". On the basis of this testimony, I find that these documents have been sufficiently served to the Tenants, pursuant to section 71(2) of the *Act*.

On May 27, 2022 the Landlords submitted evidence to the Residential Tenancy Branch. "JS" stated that this evidence was served to the Tenants with the Application for Dispute Resolution. The Tenants acknowledged receiving this evidence and it was accepted as evidence for these proceedings.

Each participant affirmed that they would speak the truth, the whole truth, and nothing but the truth during these proceedings.

The participants were advised that the Residential Tenancy Branch Rules of Procedure prohibit private recording of these proceedings. Each participant affirmed they would not record any portion of these proceedings.

Issue(s) to be Decided

Are the Landlords entitled to an Order of Possession?

Are the Landlords entitled to compensation because the rental unit was not vacated?

Are the Landlords entitled to compensation for damage to the rental unit?

Are the Landlords entitled to compensation for unpaid rent?

Are the Landlords entitled to keep all or part of the security deposit?

Background and Evidence

Prior to discussing the merits of the Application for Dispute Resolution, the Landlords and the Tenants mutually agreed to settle all issues in dispute at these proceedings under the following terms:

- The tenancy will end, by mutual agreement, on October 31, 2022;
- The Tenants will pay the Landlord \$1,500.00;
- The Tenants will not be required to pay rent for October of 2022; and
- The Landlords will retain the security deposit of \$1,050.00.

The aforementioned settlement agreement was summarized for the parties on at least two occasions. Each Landlord and each Tenant clearly indicated their intent to settle all issues in dispute at these proceedings under the aforementioned terms.

Each Landlord and each Tenant acknowledged that they understand they were not required to enter into this settlement agreement and that they were doing so voluntarily.

Each Landlord and each Tenant acknowledged that they understood the settlement agreement was final and binding.

Analysis

I am satisfied the parties have mutually agreed to settle all issues in dispute in accordance with the aforementioned terms.

Conclusion

On the basis of the aforementioned settlement agreement, I grant the Landlords a monetary Order of \$1,500.00. In the event the Tenants do not voluntarily comply with

this Order, it may be served on the Tenants, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

On the basis of the aforementioned settlement agreement, I grant the Landlords an Order of Possession that is effective at 1:00 p.m. on October 31, 2022. This Order may be served on the Tenants, filed with the Supreme Court of British Columbia, 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 *Act*.

Dated: September 27, 2022

Residential Tenancy Branch