

DECISION

Introduction

This hearing dealt with Cross Applications including:

The Tenant's June 6, 2024, Application for Dispute Resolution under the Residential Tenancy Act (the Act) for:

- a Monetary Order for compensation for damage or loss under the Act, regulation or tenancy agreement under section 67 of the Act
- an order regarding the Tenant's dispute of a rent increase by the Landlord under section 41 of the Act
- an order requiring the Landlord to comply with the Act, regulation or tenancy agreement under section 62 of the Act

The Landlord's June 21, 2024, Application for Dispute Resolution under the *Residential Tenancy Act* (the Act) for:

- an Order of Possession based on a Two Month Notice to End Tenancy for Landlord's Use of Property (Two Month Notice) under sections 49 and 55 of the Act

The Landlord's July 14, 2024, Application for Dispute Resolution under the *Residential Tenancy Act* (the Act) for:

- an Order of Possession based on a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (10 Day Notice) under sections 46 and 55 of the Act
- a Monetary Order for unpaid rent under section 67 of the Act
- a Monetary Order for unpaid rent and/or utilities under section 67 of the Act
- authorization to recover the filing fee for this application from the Tenant under section 72 of the Act

The Tenant's August 1, 2024, Application for Dispute Resolution under the *Residential Tenancy Act* (the Act) for:

- cancellation of the Landlord's 10 Day Notice to End Tenancy for Unpaid Rent (10 Day Notice) under sections 46 and 55 of the Act

The hearing was attended by the two Tenants and the Two Landlords. A professional interpreter attended the call on behalf of the Landlords. All parties had the opportunity to provide sworn testimony.

Preliminary Matters

The parties requested to join the three files that were heard on August 12, 2024, with a second file from the Tenants that had been scheduled to be heard on August 13, 2024. I consented to joining the files for efficiency of all parties involved under RTB Rule of Procedure 2.10.

Analysis

Under section 63 of the Act, the Arbitrator may assist the parties to settle their dispute. If the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order. During this hearing, the parties reached an agreement to settle their disputes.

Both parties agreed to the following terms of a final and binding resolution of their respective four (4) applications and the issues in dispute arising out of this tenancy at this time and that they did so of their own free volition and without any element of coercion:

1. This tenancy will end by 1:00 p.m. on September 14, 2024, by which time the Tenants agreed to have vacated the rental unit.
2. The Tenants are not required to pay rent for August 15 – September 14, 2024, as their compensation under 51(1) of the Act.
3. The Landlords will attend to the residential property at 3PM on September 1, 2024, for the purposes of conducting an inspection of the property so that they can be prepared to move into the residential property promptly after the tenancy ends on September 14, 2024.
4. The Tenants' \$925.00 security deposit and \$925.00 pet damage deposit are valued at \$2,025.98 at the end of this tenancy according to the online RTB Security Deposit Interest calculator.
5. The Landlords forfeited their right to retain the deposits for damage because the Landlords did not conduct a move-in condition inspection or produce a condition inspection report as required by sections 23 and 24 of the Act.
6. The Landlords will retain \$1,400.00 from the combined current value of the Tenants' deposits to pay for municipal utility charges that have not been paid by the Tenants.
7. The Landlords will return the remaining \$625.98.00 from these deposits to the Tenants by Etransfer to the email address specified on the cover page of this report within 15 days of the tenancy ending, or their Tenants providing their forwarding address as required by section 38(1) of the Act.

8. The Landlords otherwise will not attend the residential property until 1PM on September 14, 2024, when this tenancy ends.
9. The Landlords and Tenants will be prepared to conduct the Move-Out Condition Inspection at 1PM on September 14, 2024, and both sides will have their own copy of the [RTB 27 – Condition Inspection Report](#) ready to complete so that the current condition of the residential property will be fully documented on September 14, 2024.
10. The Tenants will provide all keys and remotes in their possession to the Landlord on moveout as required.
11. Obligations under section 32 and 37 of the Act were reviewed to confirm that Tenants are required to leave the residential property “reasonably clean” and free from damage beyond “reasonable wear and tear”, and RTB Policy Guideline 40: [Useful Life of Building Elements](#) was identified as a public resource.
12. The Tenants revoked their consent to service by email on August 12, 2024, and confirmed that they require documentation from the Landlords to be served by mail, or in person at their residential property going forward from today.
13. The Tenants will coordinate mail forwarding to ensure that their personal mail is appropriately delivered to their new residential address.
14. The parties agreed that the Tenants retain the right to claim compensation under 51(2) of the Act if required and that the Tenants will serve the Landlords to the address of the residential property going forward if required.
15. The Landlord agreed that they are expected to occupy the residential property within a reasonable period after the tenancy ends, and continue to occupy it for at least 12 months as required by their Two-Month Notice to End Tenancy for Landlord’s use dated April 18, 2024.
16. Both parties agreed that these terms represent their complete settlement of all issues currently in dispute regarding this tenancy.

Conclusion

To give effect to the settlement reached between the parties, and as discussed at the hearing, I grant an Order of Possession to the Landlord effective **September 14, 2024, after service of this Order** on the Tenants.

Should the Tenants or any occupant on the premises fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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: August 12, 2024

Residential Tenancy Branch