



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPL, MNR, O, CNL, MNDC, RR, FF

### Introduction

This hearing dealt with applications from both the landlord and the tenants under the *Residential Tenancy Act* ("the *Act*"). The landlord applied for:

- an Order of Possession for Landlord's Use pursuant to section 55;
- a monetary order for unpaid rent pursuant to section 67;
- any other relief or compensation under the *Act*; and
- authorization to recover the filing fee for this application from the tenants pursuant to section 72.

The tenants applied for;

- cancellation of the landlord's 2 Month Notice to End Tenancy for Landlord's Use of Property ("2 Month Notice") pursuant to section 49;
- a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67;
- an order to allow the tenant(s) to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65; and
- any other relief or compensation under the *Act*.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, and to make submissions. Both party's documentary materials had been received by the other party. The landlord was assisted at the hearing because he is deaf. The landlord, through his assistant, testified that the 2 Month Notice was issued on January 31, 2015 with an effective date of March 31, 2015. Before the conclusion of this hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute. The landlord withdrew his 2 Month Notice to End Tenancy.

### Background and Evidence

This month to month tenancy began on January 1, 2014. Both parties testified that the rental amount is \$1000.00 payable on the first of each month. Both parties testified that

the tenants generally pay rent on or about the 22<sup>nd</sup> of each month. The landlord continues to hold a \$500.00 security deposit paid by the tenants on January 1, 2014. Both parties testified that the tenancy agreement was originally an oral agreement only. The tenants continue to reside in the rental unit. The landlord's son will be residing in the rental unit.

The parties agreed that the original oral tenancy agreement included provision for the tenants to house two or more horses on the property. The parties also both testified that the tenants installed fencing, panels and other materials to properly house their horses. The tenants agreed with the landlord that there is clean-up required on the exterior of the property as a result of the tenants' keeping of horses on this rental property.

The tenants confirmed the landlord's evidence that the tenants' rental cheque for February in an amount of \$900.00 was returned from the bank. The landlord confirmed the tenants have now paid February rent as of February 23, 2015. Both parties agree no rent has been paid for March 2015. The tenants testified they paid rent on the 22<sup>nd</sup> of each month to pay their rent before it was due. The landlord testified the tenants payment on the 22<sup>nd</sup> were late payments.

### Analysis

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 or an order. Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a decision:

### **The Parties mutually agree as follows:**

1. The tenants agreed to pay a rental amount of \$850.00 to the landlord for the month of March by March 15, 2015.
2. The landlord agreed that the tenants' rental amount for the month of April 2015 will be \$0.00 ("zero").
3. The landlord withdrew the 2 Month Notice to End Tenancy.
4. Both parties agreed that the tenancy will end on April 30, 2015 and the tenants agreed to vacate the premises on April 30, 2015 by 1:00 p.m.
5. The landlord agreed that, on vacating the premises, the tenants will take any and all fencing, panelling and other horse related items that they purchased to use on the premises.
6. The tenants agreed that they will clean the rental unit and the premises as required under the tenancy agreement and *Residential Tenancy Act*.

These terms comprise the full and final settlement of all aspects of this dispute resolution hearing for both parties with respect to this tenancy.

### Conclusion

The landlord withdrew the 2 Month Notice to End Tenancy, which is of no continuing force or effect.

In order to implement the above settlement reached between the parties, I order that the tenants pay the landlord \$850.00 by March 15, 2015. I issue a monetary Order in the landlord's favour in the amount of \$850.00. 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 terms of the above settlement. The landlord is provided with this Order in the above terms and the tenant(s) must be served with a copy of this Order as soon as possible after a failure to comply with the terms of the above settlement agreement. Should the tenant(s) fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as Orders of that Court.

To give effect to the settlement reached between the parties and as discussed at the hearing, I issue the attached Order of Possession dated April 30, 2015 to be used by the landlord **only** if the tenants do not comply with the monetary terms of their agreement **and** fails to vacate the rental premises in accordance with their agreement. The landlord is provided with this Order in the above terms and the tenant(s) must be served with this Order in the event that the tenants do not vacate the premises in accordance with their agreement. Should the tenant(s) 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 *Residential Tenancy Act*.

Dated: March 10, 2015

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Residential Tenancy Branch