



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding TRANSMAR SHIPPING LIMITED
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, FF (Landlords' Application)
 CNR, OLC, FF (Tenants' Application)

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the "Application") made by both the Landlords and the Tenants.

The Landlords applied for an Order of Possession and a Monetary Order for unpaid rent, and to recover the filing fee. The Tenants applied to cancel the notice to end tenancy for unpaid rent, for the Landlord to comply with the *Residential Tenancy Act* (the "Act"), and to recover their filing fee.

An agent for both Landlords and one of the Tenants appeared for the hearing and provided affirmed testimony and documentary evidence prior to the hearing. The parties acknowledged receipt of each other's Application and evidence prior to the hearing.

At the start of the hearing, the Tenant stated they would be fully moved out of the rental unit on June 26, 2015 and had no issue with the Landlords being granted with an Order of Possession for this date to satisfy the Landlord's Application in this respect.

As a result, the Landlord is issued with an Order of Possession effective for June 26, 2015 at 1:00 p.m. This order is enforceable **if** the Tenants fail to provide the Landlords with vacant possession of the rental unit on this date and time. This order may be filed and enforced in the Supreme Court of British Columbia as an order of that court.

In relation to the remaining issues on the parties' Application, both parties provided evidence and submissions in relation to their Applications during the hearing. At the end of the hearing, I offered the parties an opportunity to settle both Applications through mutual agreement. The parties engaged into a discussion, turned their minds to compromise and achieved a resolution of both Applications as follows.

Settlement Agreement

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.

The Tenant agreed to pay the Landlords \$2,350.00 in unpaid rent. The Tenant allowed the Landlords to keep their security deposit in the amount of \$925.00 in partial satisfaction of unpaid rent. As a result, this leaves an outstanding balance of **\$1,425.00** payable by the Tenants forthwith. The Landlords are issued with a Monetary Order which is enforceable **if** the Tenants fail to make payment. This order may then be enforced in the Provincial Court (Small Claims) as an order of that court.

Copies of the above orders are attached to the Landlords' copy of this decision. The Tenants should retain documentary evidence of the payment made to the Landlords.

The parties agreed that the terms and conditions of this agreement and are in **full and final satisfaction of both parties' Applications**. The parties were asked to confirm this during and at the conclusion of the hearing, which they did. This agreement and the orders are fully binding on the parties. At the end of the tenancy, the Tenants must provide the Landlord with a reasonably clean and undamaged rental unit in accordance with Section 37(2) of the Act.

Conclusion

The parties agreed to settle both Applications in full satisfaction through mutual agreement. The Landlords are issued with an Order of Possession for June 26, 2015. The Landlords can keep the Tenants' security deposit and the Tenants are order to pay the Landlords the agreed balance of \$1,425.00. Both files are now closed.

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 22, 2015

Residential Tenancy Branch

