



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPL, OPC, ET, MNR, MNSD, FF

Introduction

This hearing was convened by way of conference call concerning an application and an amended application made by the landlords seeking an Order of Possession for cause; an Order of Possession for landlord's use of property; an order ending the tenancy without the necessity of serving a notice to end the tenancy; a monetary order for unpaid rent or utilities; an order permitting the landlords to keep all or part of the pet damage deposit or security deposit; and to recover the filing fee from the tenants for the cost of the application.

One of the landlords and one of the tenants attended the hearing, and each was accompanied by a family member to interpret and assist. The parties and their interpreters gave affirmed testimony and the interpreters were affirmed to interpret the proceedings from the English language to the parties' Native language and from the parties' Native language to the English language to the best of their skill and ability.

During the course of the hearing, the landlords withdrew the applications for an order ending the tenancy earlier than a notice to end the tenancy would take effect and for a monetary order to keep all or part of the pet damage deposit or security deposit. Further, during the course of the hearing, the landlords confirmed that the application for an Order of Possession is not for cause, but for landlord's use of property.

During the course of the hearing the parties agreed to settle this dispute in the following terms:

1. the landlords will have an Order of Possession effective November 15, 2017 at 1:00 p.m. and the tenancy will end at that time;
2. the tenants will provide to the landlords a copy of a legitimate tenancy agreement with the purchasers of the rental unit by October 31, 2017, and if the tenants do so, the landlords will not enforce the Order of Possession, but if the tenants fail to do so, the landlord will be at liberty to enforce the Order of Possession effective November 15, 2017;
3. the tenants will pay to the landlords the sum of \$1,500.00 which represents and includes the following:
 - a. an overpayment of rent totaling \$2,000.00 during this tenancy;

- b. compensation for giving a Two Month Notice to End Tenancy for Landlord's Use of Property; and
- c. unpaid rent and current rents to November 15, 2017.

The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of this matter.

Since the parties have settled this dispute I decline to order that the landlords recover the filing fee from the tenants.

Conclusion

For the reasons set out above, and by consent, I hereby grant an Order of Possession in favour of the landlords effective November 15, 2017 at 1:00 p.m. and the tenancy will end at that time.

If the tenants provide a copy of a legitimate tenancy agreement with the purchasers of the rental unit to the landlords by October 31, 2017, the landlords will not enforce the Order of Possession.

If the tenants fail to provide a copy of a legitimate tenancy agreement with the purchasers of the rental unit to the landlords by October 31, 2017, the landlords will be at liberty to enforce the Order of Possession effective November 15, 2017 at 1:00 p.m.

I further grant a monetary order in favour of the landlords as against the tenants pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$1,500.00.

This order is final and binding and may be enforced.

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: October 12, 2017

Residential Tenancy Branch