



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR

Introduction

This hearing was scheduled to deal with a tenant's application to cancel a *10 Day Notice to End Tenancy for Unpaid Rent or Utilities*. Both parties appeared or were represented at the hearing and were provided the opportunity to make relevant submissions, in writing and orally pursuant to the Rules of Procedure, and to respond to the submissions of the other party.

At the outset of the hearing, I explored service of hearing documents upon each other and the Branch. I determined that the landlords had not served their written response to the tenants. As such, I could not consider their written submissions further and the parties were informed that the landlord would be provided the opportunity to provide the landlord's position orally during the hearing.

During the hearing, the parties turned their minds to resolving their dispute by way of a mutual agreement. I was able to facilitate a mutual agreement. I have recorded the mutual agreement by way of this decision and the Orders that accompany it.

Issue(s) to be Decided

What are the terms of the mutual agreement?

Background and Evidence

The parties mutually agreed to the following terms in resolution of this matter:

1. The tenancy will end on April 7, 2018 and the tenants shall return vacant possession of the rental unit to the landlord at 1:00 p.m. on April 7, 2018.
2. The landlord and the tenant(s) shall meet at the rental unit at 1:00 p.m. on April 7, 2018 for purposes of returning the keys to the landlord and performing the move-out inspection.
3. The tenants agree to pay to the landlord outstanding rent of \$1,014.00 from the month of March 2018 and shall pay per diem rent of \$236.60 for the period of April 1 – 7, 2018 for a total of \$1,250.60.
4. The security deposit of \$487.50 shall remain in trust to be administered in accordance with the Act at the end of the tenancy.

Analysis

Pursuant to section 63 of the Act, I have the authority to assist parties in reaching a settlement agreement during the hearing and to record the agreement in the form of a decision or order.

I have accepted and recorded the mutual agreement reached by the parties during this hearing and I make the term(s) an Order of mine to be binding upon both parties.

In recognition of the mutual agreement, I provide the landlords with an Order of Possession effective at 1:00 p.m. on April 7, 2018. I also provide the landlords with a Monetary Order in the sum of \$1,250.60 to serve and enforce upon the tenants if the outstanding rent is unsatisfied.

Since the security deposit remains in trust at this time, I refer the parties to section 38 of the Act as it deals with disposition of a security deposit. Since I have ordered the tenants to pay the landlords \$1,250.60 and the tenancy is still in effect at this time, if the amount is not paid by the end of the tenancy (1:00 p.m. on April 7, 2018) the landlords have the right to retain the security deposit in partial satisfaction of the order pursuant to section 38(3) of the Act. Use of the security deposit for any other claims would require the written authorization of the tenant(s) or an Arbitrator.

Conclusion

The parties resolved their dispute by way of a mutual agreement. I have recorded the mutual agreement in this decision and in recognition of the mutual agreement I provide the landlords with an Order of Possession effective at 1:00 p.m. on April 7, 2018 and a Monetary Order in the amount of \$1,250.60 to serve and enforce upon the tenants if necessary.

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: April 04, 2018

Residential Tenancy Branch