



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR MT (tenant); OPRM-DR, MNRL-S, MNDL-S, FFL (landlord)

Introduction

This hearing dealt with an application by the tenants under the *Residential Tenancy Act* (the *Act*) for the following:

- An order cancelling a 10 Day Notice to End Tenancy for Unpaid Rent (“Ten-Day Notice”) pursuant to section 46(4); and
- An order for more time to apply to cancel a notice to end tenancy pursuant to section 61.

This hearing also dealt with an application by the landlord under the *Act* for the following:

- An order of possession pursuant to section 47;
- A monetary order for damage or compensation and outstanding rent pursuant to section 67;
- Authorization to apply the security deposit to a monetary order pursuant to section 72; and
- An order for reimbursement of the filing fee pursuant to section 72

Both parties appeared at the hearing and provided affirmed testimony. They were both given the opportunity to make submissions as well as present oral and written evidence.

Analysis

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties do so during the dispute resolution proceedings, a decision or an order may record the settlement. 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:

1. The parties agree the tenants owe the landlord the following amounts:

ITEM	AMOUNT
Outstanding rent	\$1,300.00
Repair of toilet seat	\$20.00
Replacement of light bulbs	\$23.00
Repair of wall and painting of wall	\$200.00
Cleaning expenses	\$400.00
Overholding fee	\$85.00
One-half filing fee	\$50.00
BALANCE OWING BY TENANTS TO LANDLORD	\$2,078.00

2. The parties agree the landlord is entitled to retain the security deposit of \$1,300.00 currently held by the landlord, leaving a balance of \$778.00 owing by the tenants to the landlord calculated as follows:

ITEM	AMOUNT
Owing by tenants as calculated above	\$2,078.00
(Less security deposit)	(\$1,300.00)
BALANCE OWING BY TENANTS	\$778.00

3. The tenants agree to pay the balance to the landlord of \$778.00 no later than 1:00 PM on December 15, 2018;
4. To give effect to the settlement reached between the parties, I issue to the landlord the attached monetary order in the amount of **\$778.00** to be served on the tenants by the landlord **only** if the tenants fail to pay the landlord the full amount of **\$778.00** by 1:00 PM on December 15, 2018;
5. Each party withdraws all remaining claims against the other without leave to reapply;

6. These terms comprise the full and final settlement of all aspects of this dispute for both parties.

Both parties testified that they understood and agreed that the above terms are final, binding, and enforceable and settle all aspects of this dispute.

Based on the above, I accept that all matters between these parties raised in this application are resolved.

Should the tenants fail to comply with this order, this order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court. If the tenants only make a partial payment and not the total amount, this partial payment must be accounted for if the landlord is enforcing the monetary order.

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: November 23, 2018

Residential Tenancy Branch