

AGREEMENT BY BOTH PARTIES

Dispute Codes MNR, MND, MNDC, MNSD, FF

Introduction

This matter dealt with an application by the landlord for a Monetary Order for unpaid rent, for damages to the rental unit, for money owed or compensation for loss or damage under the Act or tenancy agreement and to recover the filing fee for this proceeding. The landlord also applied to keep all or part of the security deposit.

A previous hearing had been held when the tenants applied for the return of their security deposit and a Monetary Order was issued to the tenants concerning their application.

Through the course of the hearing the landlords' agent and the tenants came to an agreement in settlement of the landlords claims.

The Parties did not require me to make a decision in this matter but required me to record the agreement they mutually reached.

This agreement is as follows:

- The landlord withdraws all aspects of this claim for a Monetary Order for unpaid rent for August, 2009, for money owed for a breach of the tenancy agreement, for money owed for oil, cleaning and carpet cleaning in the unit and to recover his filing fee.
- The tenants agree not to pursue the Monetary Order issued to them on January 05, 2010 for \$2,941.41.

Conclusion

Both Parties have reached an agreement during the hearing and this agreement has been recorded by the Dispute Resolution Officer pursuant to section 62 of the *Act*.

This agreement is in full, final and binding settlement of the landlords claim and the tenant's agreement not to pursue the Order issued on January 05, 2010.

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 18, 2010.

Dispute Resolution Officer