



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Aldergrove Kinsmen Housing Society  
and [tenant name suppressed to protect privacy]

## **DECISION**

### Dispute Codes

For the tenants: CNR MNSD  
For the landlord: OPR MNR MNSD MNDC FF

### Introduction

This hearing was convened as a result of the cross applications of the parties for dispute resolution under the *Residential Tenancy Act* (the “Act”).

The tenants applied to cancel a notice to end tenancy for unpaid rent or utilities and for a monetary order for the return of all or part of the security deposit.

The landlords applied for an order of possession for unpaid rent or utilities, for a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, for unpaid rent or utilities, for authorization to retain all or part of the security deposit, and to recover the filing fee.

A tenant and an agent for the landlord (the “agent”) attended the hearing. The hearing process was explained to the parties and an opportunity was given to ask questions about the hearing process. Thereafter the parties gave affirmed testimony, were provided the opportunity to present their relevant evidence orally and in documentary form prior to the hearing, and make submissions to me. The parties confirmed that they were served with the evidence package from the other party and had the opportunity to review the evidence prior to the hearing.

### Settlement Agreement

During the hearing, the parties agreed to settle all matters related to this tenancy up to the date of this hearing, on the following conditions:

1. The tenants agree to sign the rent subsidy form dated December 1, 2012 on or before April 17, 2013.
2. The tenants agrees to pay the landlord **\$1,019.00** in unpaid rent which incorporates the rental subsidy, in six equal payments of **\$169.83** on the following dates of 2013: **May 1, June 1, July 1, August 1, September 1, and October 1.**
3. The tenant agrees to pay ½ of the landlord's filing fee in the amount of **\$25.00** on **November 1, 2013.**
4. The landlord is granted a monetary order pursuant to section 67 of the *Act* in the amount of **\$1,044.00**, pursuant to #2 and #3 above, which will be of no force or effect if the amounts owing have been paid in accordance with #2 and #3 above.
5. The parties agree to withdraw their respective applications and agree that this mutually settlement agreement represents a full and final settlement of all matters related to this tenancy up to the date of this hearing.
6. The tenancy will continue until ended in accordance with the *Act*.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*.

### Conclusion

I grant the landlord a monetary order in the amount of **\$1,044.00** which will be of no force or effect if the amount owing has been paid in accordance with #2 and #3 above.

I order the parties to comply with the conditions of their mutually settled agreement.

This decision is final and binding on the parties, unless otherwise provided under the *Act*, and 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 16, 2013

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Residential Tenancy Branch