



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

Landlord: OPR, OPB, MNR, MNSD, MNDC and FF
Tenants: CNR, CNC, LAT and FF

Introduction

This hearing was convened on applications by both the landlord and the tenant.

By application of July 26, 2013, the landlord sought an Order of Possession pursuant to a 10-day Notice to End Tenancy for unpaid rent served July 3, 2013 and pursuant to a mutual agreement to end the tenancy. The landlord also sought a monetary award for unpaid rent, loss or damage under the legislation or rental agreement, recovery of the filing fee for this proceeding and authorization to retain the security deposit in set off.

By prior application July 11, 2013, the tenant had applied to have the notices to end tenancy set aside, authorization to change the locks and recovery of her filing fee.

At the commencement of the hearing, the parties gave evidence that the tenant had vacated the rental unit on July 31, 2013 and an Order of Possession was no longer at issue.

Section 63 of the Act provides that:

- 1) The director may assist the parties, or offer the parties an opportunity, to settle their dispute.
- (2) If the parties settle their dispute during dispute resolution proceedings, the director may record the settlement in the form of a decision or an order.

Settlement Agreement

The parties chose to proceed by negotiation under section 63 of the *Act* and arrived at the following settlement agreement;

1. The tenant concurs that half of her rent for July 2013 in the amount of \$350 remains owing and that she agrees that the landlord should retain full security deposit of \$350 in satisfaction of that shortfall;
2. The tenant agrees that she will put to rest her claims for loss of quiet enjoyment during July 2013 and for rent overpayment for March 2013;
3. The landlord agrees that she will put to rest her claims for loss of rent for August 2013;
4. The parties understand and agree that this Settlement Agreement constitutes full and final settlement of all claims pertaining to the tenancy and that neither will bring a further action against the other.

As the matter has been resolved by agreement, the parties each remain responsible for their own filing fee.

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: August 14, 2013

Residential Tenancy Branch

