



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR, MNSD, CNR, MNDC, OLC, RR, FF

### Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution made by both the Landlords and the Tenants. The Landlord applied for an Order of Possession and a Monetary Order for unpaid rent or utilities, to keep the Tenant's security deposit and to recover the filing fee. The Tenants applied to: cancel the notice to end tenancy for unpaid rent and utilities; for money owed or compensation for damage or loss under the Residential Tenancy Act (the "Act"), regulation or tenancy agreement; for the Landlord to comply with the Act; and allow the Tenant to reduce rent for repairs, services or facilities agreed upon but not provided.

Both parties appeared for the hearing and I was satisfied that the Notice of Hearing documents were served by each party to each other in accordance with the Act.

At the start of the hearing, the Tenants confirmed that they had left the tenancy on March 1, 2014. As a result, I dismissed the Landlord's application for an Order of Possession and the Tenant's application to cancel the notice to end tenancy; for the Landlord to comply with the Act; and, allow the Tenant to reduce the rent for services and facilities agreed upon but not provided.

I therefore, drew my attention to monetary portions of both applications before me.

During the hearing, the Landlords and Tenants decided to settle the issues between them through a mutual agreement.

### Analysis & Conclusion

Pursuant to section 63 of the Act, the arbitrator may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order. During the

hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of both applications.

Both parties agreed to settle the dispute under the following terms:

The Tenants agreed that the Landlord will keep the Tenant's security deposit in the amount of \$650.00 which the Landlords currently hold, in full satisfaction of both parties' applications.

This agreement is fully binding on the parties and is in full and final satisfaction of **all** the issues associated with the tenancy documented above.

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: March 31, 2014

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Residential Tenancy Branch

