



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CAPREIT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPMN, MNR, MNSD, FF

Introduction

This hearing was convened in relation to the landlord's application pursuant to the *Residential Tenancy Act* (the Act) for:

- an order of possession for tenant's notice pursuant to section 55;
- a monetary order for unpaid rent pursuant to section 67;
- authorization to retain all or a portion of the tenants' security deposit in partial satisfaction of the monetary order requested pursuant to section 38; and
- authorization to recover its filing fee for this application from the tenant pursuant to section 72.

The tenant EK appeared on behalf of both tenants. The landlord's agent appeared. Neither party raised any issues with service.

In the course of the hearing the parties were able to reach a mutual agreement to settle all outstanding issues between the parties.

Analysis

Pursuant to section 63 of the Act, an 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 their dispute.

During this hearing, the parties reached an agreement to settle their dispute under the following final and binding terms:

1. The landlord agreed to withdraw its application.

2. The tenants agreed the landlord would retain the tenants' security deposit in the amount of \$500.00.
3. The tenants agreed to pay to the landlord \$500.00.
4. Both parties agreed that no further applications would be brought by either party

The tenant EK confirmed she had authority to bind her cotenant to this agreement. The agent confirmed he had authority to bind the landlord to this agreement. Each party in attendance stated that he or she understood the terms of the agreement. Each party in attendance agreed to this agreement. The parties agreed that these particulars comprise the full and final settlement of all aspects of their disputes for both parties.

Conclusion

The landlord's application is withdrawn.

The monetary order is to be used if the tenants do not pay \$500.00 to the landlord in accordance with their agreement. The landlord is provided with this order in the above terms and the landlord should serve the tenant(s) with this order so that it may enforce it in the event that the tenant(s) do(es) not pay the outstanding rent as set out in their agreement. Should the tenant(s) 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.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under subsection 9.1(1) of the Act.

Dated: October 01, 2015

Residential Tenancy Branch

