



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding SUTTON GROUP - PROACT REALTY  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNR MNSD FF

### Introduction

This hearing was convened as a result of the landlord's application for dispute resolution under the *Residential Tenancy Act* (the "Act"). The landlord applied for a monetary order for unpaid rent or utilities, for authorization to retain all or part of the tenants' security deposit, and to recover the cost of the filing fee.

An agent for the landlord (the "agent"), tenant R.T., and a support person for the tenants, attended the teleconference hearing. The parties gave affirmed testimony, were provided the opportunity to present their evidence orally and in documentary form prior to the hearing, and make submissions to me.

### Settlement Agreement

During the hearing, the parties agreed to settle these matters related to this tenancy, on the following conditions:

1. The parties agree that the tenants surrender their full security deposit of **\$750** to the landlord effectively immediately towards unpaid utilities.
2. The landlord agrees that the tenants do not owe any additional amount for utilities other than what is agreed upon as per #1 above.
3. The landlord agrees to withdraw their application in full and to waive their filing fee as part of this mutually settled agreement.

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

Conclusion

I order the parties to comply with the terms of their mutually settled agreement described above.

The tenants have surrendered their full security deposit to the landlord to compensate the landlord for unpaid utilities. The landlord agrees that no additional amount is owing for utilities as a result of the tenants surrendering their full security deposit.

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: November 6, 2015

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Residential Tenancy Branch

