



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ASSOCIATED PROPERTY MANAGEMENT (2001) LTD.
and [tenant name suppressed to protect privacy]

AGREEMENT REACHED BETWEEN BOTH PARTIES

Dispute Codes

OPC, MNR, MNSD, FF

Introduction

This matter dealt with an application by the landlord for an Order of Possession for Cause; for a Monetary Order for unpaid rent; for an Order to retain the security deposit and to recover the filing fee from the tenants for the cost of this proceeding.

At the outset of the hearing the parties advised that the tenants are no longer residing in the rental unit and that there is no outstanding rent; therefore, the landlord withdraws their application for an Order of Possession and a Monetary Order for unpaid rent.

Through the course of the hearing the landlord's agent and the tenants came to an agreement in settlement of the landlord's claim to keep the security deposit and recover the filing fee.

The Parties did not require me to make a decision in this matter but required me to record the agreement they mutually reached.

This agreement is as follows:

- The tenants agreed that the landlord may keep the security deposit of \$750.00 towards the cost of painting the unit.

- The tenants agreed to attend the landlord's office today to pay \$50.00 for the cost of the landlord's filing fee.
- The landlord's agent agreed that the landlord will not pursue the tenants for any further monetary claim connected to this tenancy.

Conclusion

Both Parties have reached an agreement during the hearing and this agreement has been recorded by the Arbitrator pursuant to section 62 of the *Act*.

This agreement is in full, final and binding settlement of the landlord's revised application.

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: January 12, 2016

Residential Tenancy Branch

