



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, OPC, OPB, MNR, MNSD, MNDC, FF, O; CNC, PSF, FF

Introduction

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

- an order of possession for unpaid rent, cause, and breach of an agreement pursuant to section 55;
- a monetary order for unpaid rent, and for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement 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;
- authorization to recover their filing fee for this application from the tenants pursuant to section 72; and
- an "other" remedy.

This hearing was also convened in relation to the tenants' application pursuant to the Act for:

- cancellation of the landlords' 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 47;
- an order to the landlords to provide services or facilities required by law pursuant to section 65; and
- authorization to recover their filing fee for this application from the landlords pursuant to section 72.

The tenant BV (the tenant) appeared and confirmed he had full authority to act on behalf of AR. The landlord SB appeared and confirmed she had full authority to act on behalf of JB. The landlords were represented by counsel.

This tenancy began 1 November 2013 and ended 14 December 2015. Monthly rent of \$1850.00 was due on the first. The landlords continue to hold the tenants' security deposit in the amount of \$925.00.

Both applications were procedurally defective and required amendments. Further, the tenant indicated that there was additional evidence the tenants wished to provide. Landlords' counsel proposed adjourning the hearing to another date. The tenant proposed a settlement that would resolve all outstanding matters between the parties and avoid future proceedings. The parties were able to reach a settlement.

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 disputes.

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

1. The tenants agreed to withdraw their application.
2. The landlords agreed to withdraw their application.
3. The tenants agreed that the landlords would retain the tenants' security deposit in the amount of \$950.00.
4. The parties released each other from all claims arising from the tenancy, which has now ended.
5. The parties agreed that this settlement does not constitute any admission of fault on either party's behalf.

Counsel for the landlords confirmed she had authority to bind the landlords to this agreement. The tenant confirmed he had authority to bind the tenant AR to this agreement. The parties both stated that they understood the terms of 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 tenants' application is withdrawn. The landlords' application is withdrawn.

The landlords will retain the tenants' security deposit in the amount of \$925.00.

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: January 06, 2016

Residential Tenancy Branch

