



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, OPN, MNR, MNSD, FF

Introduction

This hearing dealt with the landlords' application pursuant to the *Residential Tenancy Act* ("Act") for:

- an order of possession for unpaid rent and based on the tenants' notice to end tenancy, pursuant to section 55;
- a monetary order for unpaid rent, pursuant to section 67;
- authorization to retain the tenants' security deposit in partial satisfaction of the monetary order requested, pursuant to section 38; and
- authorization to recover the filing fee for this application from the tenants, pursuant to section 72.

The landlords' agent, ES ("landlord") and the tenant JF ("tenant") attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The landlord confirmed that she was a family member of both landlords and that she had authority to speak on their behalf at this hearing (collectively "landlords"). The tenant confirmed that she had authority to speak on behalf of the other tenant, "tenant KP," as an agent at this hearing. This hearing lasted approximately 23 minutes in order to allow both parties to fully negotiate a settlement of this matter.

The tenant confirmed receipt of the landlords' application for dispute resolution hearing package. In accordance with sections 89 and 90 of the *Act*, I find that both tenants were duly served with the landlords' application.

The tenant confirmed that the tenants' written evidence package was not served on the landlords, only the Residential Tenancy Branch ("RTB"). As advised to the tenant during the hearing, I could not consider the tenants' written evidence package because it was not served on the other party as required by Rule 3.1 of the RTB *Rules of Procedure*.

The landlord confirmed at the outset of the hearing that the landlords' application for an order of possession was not required, as the tenants had already vacated the rental unit prior to the landlords filing their application. Accordingly, this portion of the landlords' application is dismissed without leave to reapply.

Analysis

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 their dispute.

Both parties agreed to the following final and binding settlement of all issues with respect to this entire tenancy:

1. Both parties agreed that the landlords will retain the tenants' entire security deposit of \$550.00;
2. The landlords agreed to bear the cost of the \$100.00 filing fee paid for their application;
3. Both parties agreed that this settlement agreement constitutes a final and binding resolution of the landlords' application at this hearing and any issues arising out of this tenancy;
4. Both parties agreed that they will not initiate any further claims or applications against each other at the Residential Tenancy Branch, with respect to any issues arising out of this tenancy.

These particulars comprise a full and final settlement of all aspects of this dispute and arising out of this tenancy. Both parties testified at the hearing that they understood and agreed to the above settlement terms, free of any duress or coercion. Both parties testified that they understood that the settlement terms are legal, final, binding and enforceable, settling all aspects of this dispute and arising out of this tenancy.

Conclusion

To give effect to the settlement reached between the parties, I order the landlords to retain the tenants' entire security deposit of \$550.00.

The landlords must bear the cost of the \$100.00 filing fee paid for their application.

The landlords' application for an order of possession is dismissed without leave to reapply.

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: July 25, 2016

Residential Tenancy Branch