



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPN, MNR, MNSD, FF

Introduction

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

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

The landlord MS ("landlord") and the tenant SU ("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 he was the site manager for the landlord company named in this application and that he had authority to speak on its behalf as an agent at this hearing (collectively "landlord"). The tenant confirmed that she had authority to speak on behalf of her son, "tenant NF," the other tenant named in this application, as an agent at this hearing (collectively "tenants"). The hearing lasted approximately 24 minutes in order to allow both parties to fully negotiate a settlement of this matter.

The tenant confirmed receipt of the landlord's 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 landlord's application.

At the outset of the hearing, both parties confirmed that the tenants had already vacated the rental unit. The landlord confirmed that no order of possession was required. Accordingly, this portion of the landlord's application is dismissed without leave to reapply.

At the outset of the hearing, I advised both parties that the landlord had not properly named or added "tenant GM" as a respondent party to this application. The landlord

had only handwritten the name of tenant GM on the notice of hearing. Therefore, I notified both parties that this decision and order were not effective against tenant GM. They are only effective against the two tenant respondents already named in this application, as noted on the front page of this decision.

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 landlord will retain the tenants' entire security deposit of \$475.00;
2. The tenants agreed to pay the landlord a total of \$543.25 by way of post-dated cheques according to the following payment plan:
 - a. \$181.08 by September 23, 2016;
 - b. \$181.09 by October 8, 2016;
 - c. \$181.08 by October 23, 2016;
3. The landlord agreed to bear the cost of the \$100.00 filing fee paid for this application;
4. Both parties agreed that this settlement agreement constitutes a final and binding resolution of the landlord's application at this hearing and any issues arising out of this tenancy;
5. 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.

Both parties confirmed that they were aware and understood they were making this settlement agreement on behalf of the parties they were acting as agents for in this hearing, who are also bound by the terms of this settlement agreement.

Conclusion

In order to implement the above settlement reached between the parties, and as advised to both parties during the hearing, I issue a monetary Order in the landlord's favour in the amount of \$543.25. I deliver this Order to the landlord in support of the above agreement for use **only** in the event that the tenant(s) do not abide by condition #2 of the above agreement. The landlord is provided with this Order in the above terms and the tenant(s) must be served with a copy of this Order as soon as possible after the tenant(s) do not abide by condition #2 of the above 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.

The landlord must bear the cost of the \$100.00 filing fee paid for its application.

The landlord's 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: September 26, 2016

Residential Tenancy Branch