



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PINNACLE INTERNATIONAL
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, MNSD, FF

Introduction

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

- an order of possession for unpaid rent, 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, pursuant to section 72.

The landlord's two agents ("male landlord" and "female landlord"), and the two tenants, ("male tenant" and female 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. Both of the landlord's agents confirmed that they had authority to speak on behalf of the landlord company named in this application at this hearing (collectively "landlord"). This hearing lasted approximately 52 minutes in order to allow both parties to fully negotiate a settlement of this matter.

The tenants 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.

Pursuant to section 64(3)(c) of the *Act*, I amend the landlord's application to correct the surname of the male tenant. The male tenant consented to this amendment.

At the outset of the hearing, the female landlord confirmed that an order of possession was not required because the tenants had already vacated the rental unit. Accordingly, this portion of the landlord's application is withdrawn.

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, 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 currently under dispute at this time:

1. The tenants agreed to pay the landlord \$1,210.00 according to the following payment plan and all payments will be made by way of bank certified cheques;
 - a. \$580.00 by December 15, 2016;
 - b. \$290.00 by January 1, 2017;
 - c. \$340.00 by January 15, 2017;
2. The landlord agreed to accept the above payments totaling \$1,210.00 for all outstanding rent owed by the tenants from September 1 to October 31, 2016, as well as \$50.00 towards the landlord's \$100.00 application filing fee;
3. The landlord agreed that the tenants are not required to pay any rent for November 2016;
4. The landlord agreed that the tenants are not required to pay any late fees for this tenancy;
5. Both parties agreed that the tenants' security deposit of \$375.00 will be dealt with in accordance with section 38 of the *Act*;
6. The landlord agreed to bear the cost of \$50.00, which represents half the filing fee paid for this application;
7. Both parties agreed that this settlement agreement constitutes a final and binding resolution of the landlord's application at this hearing.

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

Both of the landlord's agents confirmed that they agreed and understood that this settlement was binding upon the landlord company named in this application, as they are acting as its agents.

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 \$1,210.00. 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 #1 of the above agreement. 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 #1 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 \$50.00, which represents half the filing fee paid for this application.

The landlord's application for an order of possession is withdrawn.

The tenants' security deposit of \$375.00 must be dealt with in accordance with section 38 of the *Act*.

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: November 15, 2016

Residential Tenancy Branch