



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

<u>Dispute Codes</u>	Landlord:	MNDC FF O
	Tenant:	RR FF O

### Introduction

This hearing dealt with cross Applications for Dispute Resolution filed by the parties under the *Residential Tenancy Act* (the “*Act*”).

The Landlord's Application for Dispute Resolution was received at the Residential Tenancy Branch on December 30, 2016 (the “Landlord's Application”). The Landlord applied for the following relief pursuant to the *Act*:

- an monetary order for money owed or compensation for damage or loss;
- an order granting recovery of the filing fee; and
- other relief.

The Tenants' Application for Dispute Resolution is dated December 16, 2016 (the “Tenants' Application”). The Tenants applied for the following relief pursuant to the *Act*:

- an order reducing rent for repairs, services or facilities agreed upon but not provided;
- an order granting recovery of the filing fee; and
- other relief.

The Landlord and the Tenants attended the hearing in person. All parties in attendance provided a solemn affirmation at the beginning of the hearing.

### Settlement

The opportunity for settlement was discussed with the parties during the hearing. The parties were advised there is no obligation to resolve the dispute through settlement, but that I could assist the parties to reach an agreement, which would be documented in my Decision.

During the hearing, the parties mutually agreed to settle this matter as follows:

1. The parties agree the tenancy will end on February 28, 2017, at 1:00 p.m.;
2. The Tenants agree to vacate the rental property no later than February 28, 2017, at 1:00 p.m.;
3. The Tenants agree the Landlord may retain the security and pet damage deposits (\$1,500.00) in satisfaction of rent for February 2017, and the Tenants waive any entitlement to recover the deposits;
4. The Tenants agree to pay utilities associated with the rental property until February 28, 2017, in accordance with the terms of the tenancy agreement between the parties;
5. The parties agree and acknowledge the Landlord is entitled to access the rental property in accordance with section 29 of the *Act*;
6. The parties agree and acknowledge the Landlord is at liberty to apply for compensation for damage or loss caused by the Tenants, if any, at the end of the tenancy;
7. The Landlord withdraws the Landlord's Application in full as part of this mutually agreed settlement; and
8. The Tenants withdraw the Tenants' Application in full as part of this mutually agreed settlement.

As this settlement agreement was reached through negotiation, I decline to award recovery of the filing fee to either party.

This settlement agreement was reached in accordance with section 63 of the *Act*.

Conclusion

I order the parties to comply with the terms of their mutually settled agreement described above.

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 20, 2017

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Residential Tenancy Branch