



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, FF

Introduction

A hearing was convened based on the landlord's application dated March 30, 2017 and brought under the *Residential Tenancy Act* (the "Act") for an order of possession and a monetary order for unpaid rent and recovery of the application filing fee.

One of the named tenants, TS, attended the hearing, as did the landlord's agent. It was agreed that the other named tenant, RB, had not been served with the landlord's application and notice of hearing. The hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony and had the opportunity to present their evidence orally and in written and documentary form, to make submissions, and to respond to the other party.

At the outset of the hearing I advised the parties of their option to have me assist in mediating an agreement with respect to this tenancy. I further advised that any agreement would be documented in my decision pursuant to section 63 of the Act. It was made clear to the parties that there was no obligation to resolve the dispute through settlement.

Settlement

Over the course of the hearing, the parties reached an agreement to settle this matter on the terms set out below.

1. The landlord withdraws the application.
2. The tenant TS waives any claim to return of the security deposit.

3. The tenant TS will pay the landlord \$2,625.00 (representing unpaid rent for February and March, 2017, less one half of the security deposit) no later than May 31, 2017.

In support of this settlement agreement and with the consent of both parties I grant the landlord a monetary order against the tenant TS in the amount of \$2,625.00. If the tenant TS does not comply with the terms of this settlement agreement, the landlord may file this order in the Small Claims Division of the Provincial Court and enforce it as an order of that Court. The landlord must first serve the order on the tenant TS.

Conclusion

This matter has been settled.

The parties are bound by the terms of the agreement set out above, as well as by the terms of their tenancy agreement and the Act. Should either party violate the terms of this agreement, the tenancy agreement or the Act, it is open to the other party to take steps under the Act to apply for monetary compensation or other orders under the Act.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under s. 9.1(1) of the Act.

Dated: May 4, 2017

Residential Tenancy Branch