



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPL MNDC FF

### Introduction

This hearing was convened as a result of the landlords' Application for Dispute Resolution (the "Application") under the *Residential Tenancy Act* (the "Act"). The landlords applied for an order of possession based on a 2 Month Notice to End Tenancy for Landlord's Use of Property, for a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, and to recover the cost of the filing fee.

Landlord G.S.P (the "landlord") and the tenant attended the teleconference hearing. The parties gave affirmed testimony and had the hearing process explained to them.

Neither party raised any concerns regarding the service of documentary evidence. The tenant confirmed that she did not serve documentary evidence on the landlord.

### Preliminary and Procedural Matter

At the outset of the hearing the landlord confirmed that an order of possession was no longer required as the tenancy ended on May 4, 2016, the day before the hearing as the tenant vacated the rental unit. As a result, the landlord requested to withdraw their request for an order of possession which was permitted as I find there is no prejudice to the tenant. The hearing continued with consideration of the landlords' monetary claim only as a result.

### Settlement Agreement

During the hearing, the parties agreed to settle these matters related to this tenancy, on the following conditions:

1. The parties agree that the tenant owes the landlords **\$700.00** comprised of \$600.00 owing for half of April 2017 rent plus the \$100.00 filing fee.
2. The tenant agrees to surrender her full \$600.00 security deposit to the landlords in partial satisfaction of the amount owing described in #1 above.
3. The tenant agrees to pay the remaining **\$100.00** balance by cash to the landlords on or before **June 30, 2017** and the landlords agree to provide a receipt to the tenant for any cash payments received from the tenant.
4. The landlords are granted a monetary order pursuant to section 67 of the *Act* in the amount of **\$100.00, which will be of no force or effect**, if the tenant pays the landlords in accordance with #3 above.
5. The landlords agree to withdraw their application in full as part of this mutually settled agreement.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*. The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of this matter.

### Conclusion

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

The landlords are granted a monetary order pursuant to section 67 of the *Act* in the amount of \$100.00, which will be of no force or effect, if the tenant pays the landlords in accordance with #3 above. Should the landlords require enforcement of the monetary order, the monetary order must be served on the tenant and may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

This decision is final and binding on the parties, unless otherwise provided under the *Act*, and 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: May 8, 2017

---

Residential Tenancy Branch