



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ACTION PROPERTY MANAGEMENT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR OPR MNDC MNSD FF

Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution, dated June 22, 2017 (the "Application"). The Landlord applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- a monetary order for unpaid rent or utilities;
- an order of possession for unpaid rent or utilities;
- an monetary order for money owed or compensation for damage or loss;
- an order allowing the Landlord to keep all or part of the pet damage deposit or security deposit; and
- an order granting recovery of the filing fee.

The Landlord was represented at the hearing by S.S., an agent. The Tenants were represented at the hearing by M.H.C. Both S.S. and M.H.C. provided a solemn affirmation at the beginning of the hearing.

Preliminary and Procedural Matters

During the hearing, M.H.C. confirmed the correct spelling of her last name, as indicated in the tenancy agreement submitted into evidence by the Landlord. Pursuant to section 64 of the *Act*, I amend the Landlord's Application to reflect the correct spelling of the last name of M.H.C.

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 Tenants agree that rent and late fees in the amount of \$2,749.00 are currently owing to the Landlord.
2. The Tenants agree the Landlord may retain the security deposit (\$700.00) and pet damage deposit (\$700.00) in partial satisfaction of the amount owing, but that \$1,349.00 remains outstanding after these deductions.
3. The Tenants agree to pay \$1,349.00 to the Landlord.
4. The parties agree the tenancy will end on September 15, 2017, at 1:00 p.m.
5. The Tenants agree to vacate the rental unit no later than September 15, 2017, at 1:00 p.m.

This settlement agreement was reached in accordance with section 63 of the *Act*. As the settlement was achieved through negotiation, I decline to award recovery of the filing fee to the Landlord.

Conclusion

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

In support of the settlement, and with the agreement of the parties, I grant the Landlord a monetary order in the amount of \$1,349.00. The order may be filed in and enforced as an order of the Provincial Court of British Columbia (Small Claims).

In support of the settlement, and with the agreement of the parties, I grant the Landlord an order of possession, which will be effective September 15, 2017, at 1:00 p.m. The order may be filed in and enforced as an order of the Supreme Court of British Columbia.

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 5, 2017

Residential Tenancy Branch