



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding DESERT VALLEY HOSPICE SOCIETY  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPE, MNDC, FF;    MT, CNE, CNC

### Introduction

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

- an order of possession for end of employment, pursuant to section 55;
- a monetary order for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* or tenancy agreement, pursuant to section 67; and
- authorization to recover the filing fee for its application, pursuant to section 72.

This hearing also dealt with the tenants' cross-application pursuant to the *Act* for:

- more time to make an application to cancel the landlord's 1 Month Notice to End Tenancy for Cause and End of Employment, dated July 27, 2017 ("1 Month Notice"), pursuant to section 66; and
- cancellation of the landlord's 1 Month Notice, pursuant to section 47.

The landlord's agent, PW ("landlord") and the two tenants attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The landlord confirmed that she was the director of the landlord company and a secretary of the board for the landlord company named in this application and that she had permission to speak on its behalf at this hearing.

Both parties confirmed receipt of the other party's application for dispute resolution hearing package. In accordance with sections 89 and 90 of the *Act*, I find that both parties were duly served with the other party's application.

### 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 and an order. During the hearing, the parties achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of all issues with respect to this dispute:

1. Both parties agreed that the tenants vacated the rental unit on September 30, 2017 and no further orders were required regarding possession of the rental unit;
2. Both parties agreed that the landlord will retain the tenants' entire security deposit of \$325.00;
3. The landlord confirmed that it was not seeking any further rent for September 2017 from the tenants;
4. The landlord agreed to bear the cost of the \$100.00 filing fee paid for its application;
5. Both parties agreed that this settlement agreement constitutes a final and binding resolution of both applications at this hearing.

These particulars comprise a full and final settlement of all aspects of this dispute. Both parties made this settlement, free of any duress or coercion. This settlement is legal, final, binding and enforceable, settling all aspects of this dispute.

### Conclusion

I order the landlord to retain the tenants' entire security deposit of \$325.00. The landlord must bear the cost of the \$100.00 filing fee paid for its application.

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 22, 2017

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Residential Tenancy Branch