



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL-S OPL

Introduction

This hearing dealt with an application by the landlords pursuant to the *Residential Tenancy Act* ("the Act") for an order as follows:

- an Order of Permission pursuant to section 47 of the *Act* for Landlord's Use of Property pursuant to section 49 of the *Act*;
- a monetary award for unpaid rent pursuant to section 67 of the *Act*.

Tenant A.O, and the landlords appeared at the hearing. The landlords were assisted by G.K. All parties present were given a full opportunity to be heard, to present their testimony and to make submissions.

The tenant acknowledged receipt of the landlords' 2 Month Notice to End Tenancy for Landlord's Use of Property ("2 Month Notice") given on September 24, 2017. Pursuant to section 88 of the *Act*, the tenants are found to have been duly served with this notice in accordance with the *Act*.

The tenant acknowledged receipt of the landlord's Application for Dispute by in person on October 31, 2017. Pursuant to section 89 of the *Act*, the tenants are found to have been duly served with this application in accordance with the *Act*.

No evidence was submitted to the hearing by either party.

Following opening remarks, the tenant stated that she and the co-tenant had vacated the rental unit as of November 19, 2017. The landlords acknowledged that the tenants had moved out and confirmed they were no longer seeking an Order of Possession.

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 or an order. During the hearing the parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time:

1. The tenants agreed to allow the landlords' to retain their security deposit of \$1,025.00.
2. The landlords agreed to accept this security deposit in full satisfaction for the entirety of their application for a monetary award.
3. Both parties agreed that this settlement agreement constituted a final and binding resolution of the landlords' application.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

Conclusion

The landlords may retain the tenants' security deposit in full.

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

Residential Tenancy Branch