



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR

Introduction

On October 3, 2017, the Landlord submitted an Application for Dispute Resolution seeking a monetary order for unpaid rent.

This matter was set for hearing by telephone conference call at 9:00 am on this date. The line remained open while the phone system was monitored for ten minutes and no participant called into the hearing during this time.

At 9:22 am on this date the conference call was reopened. Apparently the participants received the wrong access code. The Landlord and Tenant attended the hearing. The Tenant was assisted by her daughter acting as agent and interpreter. All participants provided affirmed testimony.

The Landlord clarified that he is seeking \$1,300.00 for unpaid October 2017, rent.

Settlement Agreement

During the hearing, the parties agreed to settle this matter, on the following conditions:

1. The parties agree that the Landlord is to keep the security deposit of \$1,200.00 in full satisfaction of the Landlord's claim against the Tenants for unpaid rent.

This settlement agreement was reached in accordance with section 63 of the *Act*.

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. The Tenants interpreter checked with the Tenant to confirm that the Tenant is in agreement with the settlement and she

confirmed that the Tenant was in agreement with this settlement. I indicated that if either party did not wish to resolve this matter through a mutually agreed settlement, I was prepared to make a decision.

Conclusion

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

The Landlord is authorized to retain the security deposit of \$1,200.00 in full satisfaction of his application for compensation for unpaid rent.

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*.

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Dated: January 08, 2018

Residential Tenancy Branch