



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding CAPREIT  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OLC

### Introduction

This is an application by the tenant pursuant to the *Residential Tenancy Act* (the *Act*) for the following:

- An order requiring the landlord to comply with the *Act*, Regulation and/or tenancy agreement pursuant to section 62

The tenant TV attended for both tenants (“the tenants”). The agent TR attended for the landlord (“the landlord”). Both parties were given a full opportunity to be heard, to present their affirmed testimony and to make submissions. Before the conclusion of this hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise, and achieved a resolution of their dispute.

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties do so during the dispute resolution proceedings, the settlement may be recorded in the form of a Decision or an Order. Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a Decision:

### **The Parties mutually agreed as follows:**

- The month-to-month tenancy between the parties continues pursuant to the terms of the tenancy agreement and will end on December 31, 2018 at 1:00 PM at which time the tenants and all occupants will have vacated the unit;
- The security deposit of \$955.00 held by the landlord will be dealt with according to the *Act* at the end of the tenancy; and
- The tenants’ application is dismissed without leave to reapply.

These terms comprise the full and final settlement of all aspects of these applications for both parties.

The parties are still bound by all the rights, responsibilities, terms and conditions of the tenancy agreement, the *Act*, and the associated regulations until the tenancy ends as set out above.

Both parties testified that they understood and agreed that the above terms are final, binding, and enforceable, and settle all aspects of this dispute.

Based on the above, I find that all matters between these parties raised in this application are resolved pursuant to the above agreed terms.

### Conclusion

The application is dismissed without leave to reapply pursuant to the terms of the above settlement.

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: December 17, 2018

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Residential Tenancy Branch