



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

### Dispute Codes

For the tenant: MT CNR MNDCT OLC RR  
For the landlords: OPRM-DR FFL

### Introduction

This hearing was convened as a result of an Application for Dispute Resolution (“application”) by both parties seeking remedy under the *Residential Tenancy Act* (“Act”). The tenant applied for more time to make an application to cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (“10 Day Notice”), to cancel a 10 Day Notice, for a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement, for an order directing the landlords to comply with the Act, regulation or tenancy agreement, and for a rent reduction. The landlords applied for an order of possession based on a 10 Day Notice, for a monetary order for unpaid rent or utilities, and to recover the cost of the filing fee.

The tenant and the landlords attended the teleconference hearing. The hearing process was explained to the parties and an opportunity was given to ask questions about the hearing process. Thereafter the parties gave affirmed testimony, were provided the opportunity to present their relevant evidence orally and in documentary form prior to the hearing, and make submissions to me.

### Preliminary and Procedural Matter

The parties confirmed their email addresses at the outset of the hearing. The parties also confirmed their understanding that the decision would be emailed to both parties.

### Settlement Agreement

During the hearing, the parties agreed to settle all matters related to this tenancy, on the following conditions:

1. The parties agree that the tenant surrenders her \$600.00 security deposit to the landlords in full and final settlement of all matters related to this tenancy.
2. The parties agree to withdraw their respective applications as part of this mutually settled agreement.
3. The parties agree that this mutually settled agreement represents a full and final settlement of all matters related to this tenancy.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*. The parties agreed that this mutually settled agreement was made on a voluntary basis and that the parties understood the nature of this full, final and binding settlement of all matters related to this tenancy.

### Conclusion

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

The landlords have been granted permission from the tenant to retain the tenant's security deposit in full and final settlement of all matters related to this tenancy.

This decision will be emailed to the parties as indicated above.

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*.

Dated: January 22, 2019

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Residential Tenancy Branch