



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPL, MNR, MNSD, FFL

Introduction

On April 1, 2020, the Landlord submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) requesting an order of possession based on issuance of a Two Month Notice to End Tenancy for Landlord Use of Property (“the Two Month Notice”). The Landlord also applied for a monetary order for unpaid rent; to keep the security deposit; and to recover the cost of the filing fee.

The matter was set for a conference call hearing. The Landlord and Tenant attended the conference call hearing. The parties provided testimony that the Tenant moved out of the rental unit prior to this hearing.

Settlement Agreement

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

1. The parties agreed that the Landlord can keep the security deposit of \$400.00 in satisfaction of unpaid rent.
2. The parties agree that the Landlord will make no further applications against the Tenant with respect to this tenancy.
3. The parties agree that the Landlord will provide a positive reference for the Tenant if contacted by prospective Landlords.
4. The Landlord withdraws her application in full as part of this mutually settled agreement.

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. I indicated that if either party did

not wish to resolve this matter through a mutually agreed settlement, I was prepared to hear their evidence and make a decision.

Conclusion

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

I authorize the Landlord to keep the security deposit of \$400.00.

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: May 25, 2020

Residential Tenancy Branch