



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding NPR LIMITED PARTNERSHIP
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR, MNSD, FF

Introduction

This hearing was convened in relation to the landlord's application pursuant to the *Residential Tenancy Act* (the Act) for:

- a monetary order for unpaid rent pursuant to section 67;
- authorization to retain all or a portion of the tenants' security deposit in partial satisfaction of the monetary order requested pursuant to section 38; and
- authorization to recover its filing fee for this application from the tenants pursuant to section 72.

Both tenants attended the hearing; however, the tenant BR disconnected before the end of the hearing. The landlord's agents attended the hearing on the landlord's behalf.

The parties were able to agree to a settlement that would resolve all outstanding matters for this tenancy, which has now ended.

Analysis

Pursuant to section 63 of the Act, an 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, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

During this hearing, the parties reached an agreement to settle their dispute under the following final and binding terms:

1. The landlord agreed to withdraw its application.
2. The tenants agreed the landlord would retain the tenant's security deposit in the amount of \$475.00.

3. The tenants agreed to pay to the landlord \$1,476.78 calculated on the following basis:

Item	Amount
April Arrears	\$1,001.68
May Rent	950.00
Offset Security Deposit	-475.00
Total Monetary Order	\$1,476.68

4. The parties agreed that this settlement resolves all outstanding matters between the parties.

The agent ST confirmed she had authority to bind the landlord to this agreement. The tenant LS stated that she would attend at the landlord's office to pay the monetary award on 28 January 2016. The parties agreed that these particulars comprise the full and final settlement of all aspects of their disputes for both parties.

Conclusion

The landlord's application is withdrawn.

The monetary order is to be used if the tenant does not pay \$1,476.78 to the landlord in accordance with their agreement. The landlord is provided with this order in the above terms and the landlord should serve the tenant with this order so that it may enforce it in the event that the tenant does not pay the outstanding rent as set out in their agreement. Should the tenant(s) fail to comply with these orders, these orders may be filed in the Small Claims Division of the Provincial Court and enforced as orders of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under subsection 9.1(1) of the Act.

Dated: January 25, 2016

Residential Tenancy Branch

