



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR OLC FF

Introduction

This hearing was convened to hear matters pertaining to an Application for Dispute Resolution filed by the Tenants on May 13, 2016. The Tenants filed seeking an order to cancel a 10 Day Notice to end tenancy for unpaid rent; an Order to have the Landlords comply with the *Act*, Regulation, or tenancy agreement; and to recover the cost of the filing fee.

The hearing was conducted via teleconference and was attended by both Landlords, and the female Tenant. Each person gave affirmed testimony. The application listed two applicant co-tenants. The female Tenant affirmed she would be representing both Tenants in this matter; therefore, for the remainder of this decision, terms or references to the Tenants importing the singular shall include the plural and vice versa, except where the context indicates otherwise.

Each person was provided with the opportunity to present relevant oral evidence, to ask questions, and to make relevant submissions.

Issue(s) to be Decided

Have the parties agreed to settle these matters?

Background and Evidence

The undisputed evidence was the parties entered into a verbal tenancy agreement which began in May 2015. Rent of \$2,500.00 was payable on the first of each month and a security deposit of \$1,250.00 was paid prior to the onset of the tenancy. The Tenants vacated the rental unit on approximately May 20, 2016.

During the course of this proceeding the parties agreed to settle these matters.

Analysis

Pursuant to section 63 of the *Act*, the 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 and achieved a resolution of their dispute on the following terms:

- 1) The Tenant agreed to withdraw their application for Dispute Resolution;
- 2) The Tenant agreed the Landlords would keep their \$1,250.00 security deposit as full and final satisfaction of any and all amounts that were or would be owing to the Landlords;
- 3) The Tenant agreed to return the rental unit keys to the Landlords via registered mail on June 15, 2016;
- 4) In consideration for this mutual settlement each person agreed that no further claims will be made by anyone whatsoever arising from this tenancy;
- 5) Each person acknowledged their understanding that this settled Decision resolved the matters contained in the Tenant's application and that no finding was made on the merits of the said application for dispute resolution; and
- 6) Each person agreed that the terms of this settlement agreement were reached by their own free will and without undue pressure or intimidation.

The parties agreed to settle these matters; therefore, I declined to award recovery of the filing fee.

Conclusion

The parties agreed to settle these matters, pursuant to section 63 of the *Act* and agreed that no further claims will be made by anyone whatsoever arising from this tenancy.

This decision is final, legally binding, 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: June 15, 2016

Residential Tenancy Branch