



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Heather Park Properties Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Codes: CNR, ERP, LRE, MNR, OPR, MNSD, FF

Introduction:

The tenants applied to cancel a Notice to End a Tenancy for Non-Payment of Rent dated February 2, 2017, and have asked for orders to compel the landlord to make emergency repairs, and limit the landlord's right to access their unit. The landlord has requested an order for possession, and monetary order for unpaid rent for February and March 2017. All parties attended the conference call hearing.

Facts:

Both parties admitted receiving each other's applications. A tenancy began on November 01, 2016 with rent in the amount of \$ 875.00 due in advance on the first day of each month. The tenants paid a security deposit of \$ 437.50 and key deposit of \$ 50.00 on November 1, 2016. The tenants moved out on March 10, 2017 and the landlord claimed that the rent for February and March 2017 was unpaid.

Settlement:

The parties settled this matter and they have asked that I record the agreement pursuant to section 63(2) as follows:

- a. In satisfaction the claims herein the landlord and tenants agree that the landlord will be permitted to retain the sum of \$ 487.50 representing the tenants' security and key deposit,

- b. In satisfaction the claims herein the landlord and tenants agree that the tenants shall pay the landlord the additional sum of \$ 669.75 representing all rents owing for February and March 2017, and
- c. In consideration for this mutual settlement the parties agree that no further rent will be owing for this tenancy and that the remainder of their claims herein will be dismissed.

Conclusion:

As a result of the settlement I ordered that the landlord retain the sum of \$ 487.50 representing the tenants' security and key deposit and I granted the landlord a monetary Order in the amount of \$ 669.75. This order may be filed in the Small Claims Court and enforced as an order of that Court. There shall be no order as to reimbursement of the filing fee to either party as it was not part of the settlement. I have dismissed all other claims made by the landlord and tenants without leave to reapply.

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: March 20, 2017

Residential Tenancy Branch