



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CAPILLANO PROPERTY MANAGEMENT SERVICES
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes **FFL OPRM-DR (landlord;)CNR FFT (tenants)**

Introduction

This is an application by the landlord pursuant to the *Residential Tenancy Act* (the *Act*) for the following:

- A monetary order for unpaid rent pursuant to section 67;
- Authorization to recover the filing fee for this application from the tenant pursuant to section 72.

This hearing also dealt with the tenants' application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- Cancellation of 10 Day Notice to End Tenancy for Unpaid Rent or Utilities ("Ten-Day Notice") pursuant to section 46;
- Authorization to recover the filing fee for this application from the landlord pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present their affirmed testimony and to make submissions. Before the conclusion of this hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise, and achieved a resolution of their dispute.

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties do so during the dispute resolution proceedings, the settlement may be recorded in the form of a Decision or an Order. Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a Decision:

The Parties mutually agreed as follows:

- The tenants granted authorization to the landlord to retain the security deposit of \$617.50 held by the landlord in satisfaction of all claims of outstanding rent owing by the tenants;
- The landlords accept the security deposit in satisfaction of all claims for outstanding rent against the tenants; and
- The claims of both parties are dismissed without leave to reapply.

These terms comprise the full and final settlement of all aspects of these applications for both parties.

Both parties testified that they understood and agreed that the above terms are final, binding, and enforceable, and settle all aspects of these applications.

Based on the above, I find that all matters between these parties raised in these applications are resolved pursuant to the above agreed terms.

Conclusion

Further to the settlement reached by the parties, I dismiss all claims by both parties in these applications 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: December 14, 2018

Residential Tenancy Branch