



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Aboriginal Housing Society of Prince  
George and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNRL-S

### Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Landlord on June 12, 2020 (the "Application"). The Landlord applied to recover unpaid rent and keep the security and pet damage deposits.

The Agent for the Landlord appeared at the hearing. The Tenant appeared at the hearing and appeared for Tenant J.H. I explained the hearing process to the parties who did not have questions when asked. The parties provided affirmed testimony.

The Landlord submitted evidence prior to the hearing. The Tenants did not. I addressed service of the hearing package and Landlord's evidence and the Tenant confirmed receipt of these.

There was no issue that there was a tenancy agreement between the parties in relation to the rental unit. Rent was \$775.00 per month. The parties agreed the tenancy ended May 31, 2020.

I heard the parties on the Application. At the end of the hearing, I raised the possibility of settlement pursuant to section 63(1) of the *Residential Tenancy Act* (the "Act") which allows an arbitrator to assist the parties to settle the dispute.

I explained the following to the parties. Settlement discussions are voluntary. If they chose not to discuss settlement that was fine, I would make a final and binding decision in the matter. If they chose to discuss settlement and did not come to an agreement that was fine, I would make a final and binding decision in the matter. If they did come to an agreement, I would write out the agreement in my written decision. The written decision would become a final and legally binding agreement and the parties could not change their mind about it later.

The parties agreed to discuss settlement.

Prior to ending the hearing, I confirmed the terms of the settlement agreement with the parties. I confirmed all issues had been covered. The parties confirmed they were agreeing to the settlement voluntarily and without pressure. The Tenant confirmed she understood Tenant J.H. would also be bound by the settlement agreement.

### Settlement Agreement

The Landlord and Tenants agree as follows:

1. The Tenants agree to the Landlord keeping the \$387.50 security deposit and \$387.50 pet damage deposit towards unpaid rent for April, May and June. The Landlord waives their right to collect the remaining rent for April, May and June.

This agreement is fully binding on the parties and is in full and final satisfaction of this dispute.

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

Dated: July 09, 2020

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Residential Tenancy Branch