



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MND MNR MNSD FF

### Introduction

This hearing was convened as a result of the landlord's application for dispute resolution under the *Residential Tenancy Act* (the "*Act*"). The landlord applied for a monetary order for damage to the unit, site or property, for unpaid rent or utilities, authorization to keep all or part of the security deposit, and to recover the filing fee.

The tenants and the landlord attended the original and reconvened hearings. The parties gave affirmed testimony, were provided the opportunity to present their evidence orally and in documentary form prior to the hearing, and make submissions to me.

At the reconvened hearing, the parties agreed that they received the evidence package from the other party and had the opportunity to review the evidence prior to the hearing. I find the parties were served in accordance with the *Act*.

### Settlement Agreement

During the hearing, the parties agreed to settle all outstanding matters related to this tenancy, on the following conditions:

1. The parties agree that the tenants owe the landlord **\$1,944.77**, comprised of unpaid rent, unpaid utilities and the filing fee.
2. The tenants agree to repay \$1,944.77 beginning in January 2013, by making a minimum payment of \$50.00 on or before the last day of each month via direct deposit into the landlord's bank account until the full amount owing has been repaid. The parties confirmed the landlord's banking information during the hearing.
3. The landlord is granted a monetary order pursuant to section 67 of the *Act* in the amount of \$1,944.77, which will be of no force or effect if the amount owing has been paid in accordance with #2 above.

4. The parties agree to keep a record of all payments made until the full amount owing of \$1,944.77 has been made in full by the tenants.
5. The landlord withdraws his application in full as part of this settlement agreement.
6. Both parties agree that this settlement agreement represents a full and final settlement of all matters relating to this tenancy.
7. The tenants agree to surrender their security deposit to the landlord in full which has been factored into the amount owing of \$1,944.77.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*.

### Conclusion

I grant the landlord a monetary order in the amount of \$1,944.77 which will be of no force or effect if the amount owing has been paid in accordance with the above terms.

For the benefit of both parties, I am including a copy of *A Guide for Landlords and Tenants in British Columbia* with my Decision.

This decision is final and binding on the parties, unless otherwise provided under the Act, 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: December 19, 2012

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Residential Tenancy Branch