



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND MNR MNSD MNDC FF SS

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, to keep all or part of the security deposit, for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, to serve documents or evidence in a different way than required by the *Act*, and to recover the filing fee.

The male tenant and an agent for landlord attended the hearing. 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.

The tenant confirmed receiving the evidence package from the landlord excluding the emails and invoice and had the opportunity to review it prior to the hearing. As a result, the emails and invoice were excluded from evidence as the landlord testified that he was unsure if the tenants were served with those documents. I accept that the emails and invoice were not served in accordance with the rules of procedure.

Settlement Agreement

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

1. The parties agree that the tenants owe the landlord **\$1,600.00**, comprised of unpaid rent, a reduced liquidated damages fee, and the filing fee.
2. The tenants agree to repay \$1,600.00 beginning in February 1, 2013, by making a minimum payment of \$200.00 on or before the first day of each month via post-dated cheques to the landlord. The post-dated cheques must be received by the landlord before each payment is due.

3. The landlord is granted a monetary order pursuant to section 67 of the *Act* in the amount of \$1,600.00, 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 \$1,600.00 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 of \$925.00 to the landlord in full which has been factored into the amount owing of \$1,600.00.

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 \$1,600.00 which will be of no force or effect if the amount owing has been paid in accordance with the above terms.

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 20, 2012

Residential Tenancy Branch