



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNR, MNSD, MNDC, FF, O

### Introduction

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

- a monetary order for unpaid rent, for damage to the rental unit, and for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67;
- authorization to retain all or a portion of the tenants' security deposit in partial satisfaction of the monetary order requested pursuant to section 38;
- authorization to recover his filing fee for this application from the tenants pursuant to section 72; and
- other unspecified remedies.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions and to cross-examine one another. The tenants confirmed that on November 22, 2012, they received copies of the landlord's dispute resolution hearing package sent by the landlord by registered mail. The tenants also confirmed that on January 24, 2013, they also received copies of the landlord's written evidence package sent by registered mail. I am satisfied that the landlord served the above documents to the tenants in accordance with the *Act*.

### Issues(s) to be Decided

Is the landlord entitled to a monetary award for unpaid rent and losses arising out of this tenancy? Is the landlord entitled to a monetary award for damage arising out of this tenancy? Is the landlord entitled to retain all or a portion of the tenants' security deposit in partial satisfaction of the monetary award requested? Is the landlord entitled to recover the filing fee for this application from the tenants?

### Background and Evidence

This periodic tenancy commenced on November 27, 2010. Monthly rent by the time the tenants vacated the rental unit in mid-October 2012 was set at \$1,050.00, payable in

advance on the first of each month. The tenants were also responsible for paying utilities. The landlord continues to hold the tenants' \$525.00 security deposit paid on November 13, 2010.

The landlord's application for a monetary award of \$4,661.00 included:

- unpaid rent for October 2012;
- loss of rent for November 2012;
- unpaid utilities;
- an NSF cheque;
- cleaning, painting and repairs;
- hauling material from the premises;
- lock replacement; and
- various other expenses.

### Analysis

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order. During the hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to a final and binding resolution of all issues arising out of this tenancy under the following terms:

1. Both parties agreed to a settlement of the landlord's monetary claim on the basis of the tenants' agreement to pay the landlord \$4,000.00.
2. To implement the above agreement, the tenants agreed that commencing on March 20, 2013, they would pay the landlord \$500.00 per month on the 20<sup>th</sup> of each month for eight successive months.
3. The tenants agreed to pay an additional \$50.00 late fee for any month when they fail to abide by the monetary terms of this agreement as set out above.
4. The tenants agreed to allow the landlord to retain their security deposit.
5. The landlord agreed to allow the tenants to remove the tenants' shed and its contents within 1 month of this hearing at a mutually acceptable time that enables the landlord to be present for the removal of these items from the rental property.
6. Both parties agreed that this settlement agreement constituted a final and binding resolution of all issues arising out of this tenancy.

Conclusion

In order to implement the above settlement reached between the parties, I issue a monetary Order in the landlord's favour in the amount of \$4,000.00. I deliver this Order to the landlord in support of the above agreement for use **only** in the event that the tenants do not abide by the terms of the above settlement. The landlord is provided with these Orders in the above terms and the tenant(s) must be served with a copy of these Orders as soon as possible after a failure to comply with the terms of the above settlement agreement. Should the tenant(s) fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders of that Court. As per the parties' agreement, I allow the landlord to retain the tenants' security deposit.

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: February 20, 2013

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Residential Tenancy Branch

