



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding E Y Properties Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND MNR MNSD MNDC 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 money owed or compensation for damage or loss under the Act, regulation or tenancy agreement, for unpaid rent or utilities, and authorization to retain the tenants' security deposit, and to recover the filing fee.

The tenants and an agent for landlord (the "agent") 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 tenants confirmed receiving the evidence package from the landlord and that they had the opportunity to review the evidence prior to the hearing. The tenants confirmed that they did not submit evidence in response to the landlord's application. I find the tenants were served in accordance with the Act.

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 **\$3,498.91** and surrender their full security deposit of \$650.00 and key deposit of \$50.00 to the landlord. This reduces the total amount owing by the tenants to the landlord to **\$2,798.91**.
2. The tenants agree to pay the landlord a minimum of **\$100.00** per month until the amount of \$2,798.91 has been paid in full. The first payment will begin on **May 20, 2013 and will continue every month thereafter on the 20th day of the month until the full amount of \$2,798.91 has been paid to the landlord.** The

address for payment is the business address of the landlord which was exchanged during the hearing and will be made during business hours.

3. The landlord agrees to issue receipts to the tenants after each payment has been made. The parties agree that the landlord will keep a detailed account of all payments made and will provide the tenants with a ledger of the amount owing upon request by the tenants.
4. The landlord agrees to waive the recovery of the filing fee as part of this settled agreement.
5. The landlord is granted a monetary order pursuant to section 67 of the *Act* in the amount of **\$2,798.91**, which will be of no force or effect if the amount owing has been paid by the tenants in accordance with #2 above.
6. The parties agree that this settled agreement represents a full and final settlement of all matters related to this tenancy.

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

Conclusion

I order the parties to comply with the terms of their mutually settled agreement above.

I grant the landlord a monetary order in the amount of **\$2,798.91** which will be of no force or effect if the amount owing has been paid in accordance with #2 above.

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: April 17, 2013

Residential Tenancy Branch