



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MND 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, 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, and to recover the filing fee.

The tenants and the 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 tenants confirmed receiving the evidence package from the landlord and that they had the opportunity to review the evidence it prior to the hearing. The tenants stated that they did not submit evidence in response to the landlord's claim. I accept that 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 **\$1,400.00**, comprised of \$1,800.00 for loss of rent, plus the \$50.00 filing fee, less the security deposit of \$450.00 which the parties agree the landlord will retain in full, leaving a balance owing by the tenants to the landlord in the amount of \$1,400.00.
2. The tenants agree to pay the landlord \$1,400.00 **via two payments of \$700.00** payable on the **May 15, 2013** and **June 15, 2013** via e-mail money transfer to the landlord.
3. The tenants confirmed the e-mail address of the landlord during the hearing.

4. The landlord is granted a monetary order pursuant to section 67 of the *Act* in the amount of \$1,400.00, which will be of no force or effect if the amount owing has been paid in accordance with #2 above.
5. The landlord withdraws her 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 \$450.00 to the landlord in full which has been factored into the amount owing of \$1,400.00 as per #1 above.

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

#### Conclusion

I order the parties to comply with the conditions of their settled agreement.

I grant the landlord a monetary order in the amount of \$1,400.00 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: April 03, 2013

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Residential Tenancy Branch

