



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Kasapi Construction Co. Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MND, MNDC, MNR, MNSD, FF

### Introduction

This hearing dealt with multiple claims being made by the Landlord against the Tenants and the co-signer Tenant of the tenancy agreement, in regard to damages, repairs and cleaning at the rental unit, and the eviction proceedings against the Tenants.

Both parties appeared at the hearing. The co-signatory Tenant and occupying Tenants were represented by legal counsel at the hearing. I refer to the Tenants and the co-signatory Tenant jointly as the “Tenants” in the following Decision.

### Settlement Agreement

At the outset of the hearing the parties explained they had reached a full and final settlement of the disputes relating to the residential tenancy issues. The parties explained one of the Tenants has a personal injury claim against the Landlord and that was a separate issue, still unresolved.

I explained to the parties that this Decision related solely to the residential tenancy issues, as I have no jurisdiction in the personal injury claim. The parties acknowledged they understood and were satisfied to conclude the tenancy dispute between them as recorded in this Decision.

The parties have agreed to the following terms and conditions to make a full and final settlement of the residential tenancy issues; and pursuant to section 63 of the Act, I record the settlement in the following Decision and orders:

1. The Tenants shall pay the Landlord the total sum of **\$10,500.00** in full and final satisfaction of the Landlord's claims;
2. The Tenants agree the Landlord may keep the security deposit of **\$786.50** in partial satisfaction of the total sum, that they release the Landlord from any other claims arising from the residential tenancy, with the exception of the personal injury claim of the one Tenant which the parties acknowledge and agree is not under the jurisdiction of the *Residential Tenancy Act*;
3. The Tenants shall make a first payment to the Landlord of **\$3,000.00**, at or before **12:00 noon on April 12, 2013** in partial satisfaction of the total sum;
4. To pay the balance of the total sum (after the first payment of \$3,000.00 and the security deposit of \$786.50 are accounted for), the Tenants shall provide to the Landlord 12 cheques post-dated for each of the next 12 months, each cheque being made out in the amount of **\$559.45**;
5. The co-signatory Tenant shall provide the Landlord with a promissory note for **\$9,713.50**, prepared at the expense of the Tenants, by **12:00 noon on April 12, 2013**, (this amount represents the total sum due *less* the security deposit);
6. The Landlord shall sign a release of claims against the Tenants and co-signatory Tenant, prepared at the expense of the Tenants, and shall have the opportunity to have the release and the promissory note reviewed by the Landlord's own legal counsel if the Landlord so desires; and
7. The Landlord shall be granted and issued a monetary order in the amount of **\$9,713.50** (the total sum *less* the security deposit), to enforce in the event the Tenants do not comply with the terms of this settlement agreement, and any payments made toward the total sum shall be taken into account if enforcement is required.

Conclusion

The parties have reached a mutual agreement to settle their disputes related to the residential tenancy, which is set out above.

The parties are commended for reaching an agreement in this matter.

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 Act.

Dated: April 11, 2013

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Residential Tenancy Branch

