



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding HOLLYBURN PROPERTIES MARQUIS
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MNDC MNSD FF

Introduction:

This hearing dealt with an application by the landlord pursuant to the Residential Tenancy Act for orders as follows:

- a) A monetary order pursuant to Section 67 for damages to the property;
- b) To retain the security deposit to offset the amount owing; and
- c) An order to recover the filing fee pursuant to Section 72.

SERVICE

The tenant did not attend. The landlord gave sworn testimony that they served the Application for Dispute Resolution by registered mail. It was verified online as successfully delivered. I find that the tenant is served with the Application according to section 89 of the Act.

Issue(s) to be Decided:

Has the landlord has proved on a balance of probabilities that the tenant damaged the property, that it was beyond reasonable wear and tear the cost of repair? Is the landlord entitled to recover the filing fee?

Background and Evidence:

The tenant did not attend the hearing although served with the Application/Notice of Hearing. The landlord attended and was given opportunity to be heard, to present evidence and to make submissions. The landlord stated that the original claim was for \$4,658 for overholding rent and damages to the property. However, he stated that they had a meeting with the tenant and agreed to settle on the following terms and conditions:

Settlement Agreement:

1. The tenant agrees that the landlord may retain the \$675 security deposit and \$2,331 is the outstanding amount owed to the landlord.
2. The parties agree that the landlord will accept \$1800 in full satisfaction of the outstanding debt of \$2,331 owed to the landlord provided that the tenant pays

this by two post dated cheques each for \$900 dated June 1, 2013 and July 1, 2013.

3. The parties agree that the landlord will receive a monetary order for \$1800 to be enforced if either cheque is not honoured by the bank.

The tenant provided no documents to dispute the claim. On the basis of the documentary and solemnly sworn evidence, a decision has been reached.

Analysis and Conclusion:

Monetary Order

Based on the above noted agreement, I find the landlord entitled to a monetary order for \$1800 which will not be enforced provided the tenant's two post dated cheques, each in the amount of \$900, are honoured by the bank when presented. No filing fee is awarded as the total amount is settled in the agreement.

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: May 28, 2013

Residential Tenancy Branch