



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MND, MNR, MNSD, FF  
                                CNR, OLC, RP, RPP

### Introduction

This hearing was convened by way of conference call concerning applications made by the landlord and by the tenants. The landlord has applied for an Order of Possession and a monetary order for unpaid rent or utilities; for a monetary order for damage to the unit, site or property; for an order permitting the landlord to keep all or part of the pet damage deposit or security deposit; and to recover the filing fee from the tenants for the cost of the application. The tenants have applied for an order cancelling a notice to end tenancy for unpaid rent or utilities; for an order that the landlord comply with the *Act*, regulation or tenancy agreement; for an order that the landlord make repairs to the unit, site or property; and for an order that the landlord return the tenants' personal property.

The landlord and one of the tenants attended the conference call hearing, and advised that the tenants no longer reside in the rental unit, and as such the application by the landlord for an Order of Possession is withdrawn, and the applications by the tenants for an order cancelling a notice to end tenancy, and for an order that the landlord comply with the *Act*, regulation or tenancy agreement, and for an order that the landlord make repairs to the unit, site or property are also withdrawn.

During the course of the hearing, the parties agreed to settle these disputes on the following conditions:

1. The landlord will have a monetary order as against both tenants in the amount of \$900.00;
2. The tenants will deliver to the landlord today 5 post-dated cheques for the following amounts and the following dates:
  - a. \$200.00 dated May 14, 2013
  - b. \$200.00 dated May 28, 2013
  - c. \$200.00 dated June 11, 2013

- d. \$200.00 dated June 25, 2013, and
- e. \$100.00 dated July 3, 2013.
- 3. In the event that any of the cheques is dishonoured by the bank for any reason, the landlord will be at liberty to enforce all of the remaining balance of the monetary order.
- 4. This settlement is in full satisfaction of any and all claims between the parties with respect to this tenancy.

### Conclusion

For the reasons set out above, I hereby grant a monetary order in favour of the landlord pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$900.00.

I hereby order the parties to comply with the settlement agreement described above.

In the event that any payment is returned by the financial institution for any reason as dishonoured by that financial institution, the balance of the monetary order will become payable by the tenants immediately.

This order is final and binding on the parties and may be enforced.

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 08, 2013

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Residential Tenancy Branch