



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR MNR MNSD 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 an order of possession for unpaid rent or utilities, a monetary order for unpaid rent or utilities, for authorization to retain the tenant's security deposit, and to recover the filing fee.

The tenant 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 tenant confirmed receiving the evidence package from the landlord and that they had the opportunity to review the evidence prior to the hearing, with the exception of two photos. As a result, the two photos were excluded from the evidence as the tenant did not receive the two photos from the landlord in accordance with the rules of procedure. The tenant confirmed that she did not submit evidence in response to the landlord's application.

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 tenant owes the landlord **\$2,060.16** comprised of \$1,650.00 for unpaid May 2013 rent, \$330.16 for the unpaid portion of February 2012 rent, \$30.00 for cleaning and \$50.00 for the filing fee. The tenant agrees to surrender her full security deposit of \$825.00 and will destroy the security deposit cheque mailed to the tenant in the amount of \$825.00. This reduces the total amount owing by the tenant to the landlord to **\$1,235.16**

2. The tenant agrees to pay the landlord **\$75.00** per month via “Interac E-Transfer” payment until the full amount of \$1,235.16 has been paid in full. The first payment will begin on **July 1, 2013 and will continue every month thereafter on the 1st day of each month until the full amount owing has been paid to the landlord** and the landlord will keep a ledger of all payments made by the tenant.
3. The landlord is granted a monetary order pursuant to section 67 of the *Act* in the amount of **\$1,235.16, which will be of no force or effect if** the amount owing has been paid in accordance with #2 above.
4. The parties agree that this settlement agreement represents a full and final settlement of all matters related to this tenancy.
5. The landlord withdraws her application in full as part of this settlement agreement.

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 settlement agreement above.

I grant the landlord a monetary order in the amount of \$1,235.16 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: June 17, 2013

Residential Tenancy Branch

