



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPB, MNSD, MNR, MNDC, FF

### Introduction

This hearing dealt with the landlord's application for dispute resolution under the Residential Tenancy Act (the "Act") seeking an order of possession due to an alleged breach by the tenant of an agreement with the landlord, a monetary order for money owed or compensation for damage or loss and unpaid rent, for authority to retain the tenant's security deposit and for recovery of the filing fee.

The parties appeared, the hearing process was explained and they were given an opportunity to ask questions about the hearing process.

The evidence was discussed and the tenant's representative agreed that the tenant had received the landlord's documentary evidence.

The parties agree that the tenant vacated the rental unit on or about June 1, 2013, and therefore the landlord no longer required an order of possession for the rental unit.

After brief testimony, a mediated discussion ensued and the parties agreed to resolve their differences.

### Issue(s) to be Decided

Will the landlord be entitled to monetary compensation?

Can the parties reach a mutual agreement to resolve this dispute?

Settled Agreement

The landlord, the tenant's representative, and the tenant agreed that they could resolve their differences and reach a mutual settlement under the following terms and conditions:

1. The tenant agrees that the landlord is owed \$3610 in accumulated unpaid rent and cleaning costs, less credit for the tenant's security deposit of \$385;
2. The tenant agrees that the landlord may retain her security deposit;
3. The parties agreed that they have previously negotiated a payment schedule, which totals a repayment by the tenant of \$3120;
4. The landlord agrees to accept the amount of \$3120 in full satisfaction of the amount agreed as owed, \$3610, pending the tenant's compliance with the payment schedule and timely monthly payments on or before the 1<sup>st</sup> day of each month in the payment schedule;
5. The payment schedule as agreed upon by the parties is as follows:
  - July '13-\$100
  - August '13-\$150
  - September '13-\$250
  - October '13-\$250
  - November '13-\$350
  - December '13-\$350
  - January '14-\$350
  - February '14-\$350
  - March '14-\$350
  - April '14-\$350
  - May '14-\$270
6. The tenant understands the landlord will be issued a monetary order in the amount of \$3610, which will be null and void if the monthly, agreed upon payments are made on or before the 1<sup>st</sup> day of each month; however should the tenant fail to make the timely monthly payments, the final, legally binding monetary order will be enforceable through the Provincial Court of British Columbia (Small Claims division) in the amount of the monetary order, less any payments made at that point; and
7. The parties acknowledge their understanding that this settled Decision resolves the matters contained in the landlord's application and that no finding is made on the merits of the said application for dispute resolution.

Conclusion

The landlord and the tenant have reached a settled agreement as heretofore recorded.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*. The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the Act. Should either party violate the terms of this settled agreement, the tenancy agreement or the Act, it is open to the other party to take steps under the Act to seek remedy.

This settled agreement 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* and is being mailed to both the applicant and the respondent.

Dated: June 21, 2013

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Residential Tenancy Branch