



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Precedent Investments Ltd.  
and [tenant name suppressed to protect privacy]

## **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 keep all or part of the security deposit, and to recover the filing fee.

The tenants and two agents for the landlord (the "agents"), attended the hearing. The parties had the hearing process explained to them, they 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 tenants confirmed that they received the landlord's evidence package and had the opportunity to review that evidence prior to the hearing. The tenants confirmed that they did not serve evidence in response to the landlord's application. I find the tenants were served in accordance with the *Act*.

### Preliminary and Procedural Matters

The agents for the landlord requested to withdraw their request for an order of possession due to the tenants vacating the rental unit on July 12, 2013. The agents for the landlord confirmed that the tenants returned possession of the rental unit back to the landlord as of July 12, 2013.

The tenants provided their new service address during the hearing, which is the address of the male tenant's mother, PD. As a result, the respondent tenants' address was updated to reflect their new service address during the hearing which the landlord confirmed having received during the hearing.

### Settlement Agreement

During the hearing, the parties agreed to settle the matters before me, on the following conditions:

1. The tenants agree that they owe the landlord \$1,260.00, comprised of \$950.00 rent owing for July 2013, \$260.00 owing for May 2013 and June 2013 utilities, and the \$50.00 filing fee.
2. The tenants agree that the landlord may retain their full \$475.00 security deposit towards \$1,260.00 owed to the landlord, resulting in a balance owing by the tenants to the landlord in the amount of **\$785.00**.
3. The tenants agrees to pay the landlord \$785.00 in four payments via Interac E-Transfer payment by **1:00 p.m.** on the following dates and in the following amounts; **\$200.00 due September 15, 2013, \$200.00 due October 15, 2013, \$200.00 due November 15, 2013 and \$185.00 due December 15, 2013**. Agent DG provided the tenants with her e-mail address during the hearing for the purpose of these payments.
4. The landlord is granted a monetary order pursuant to section 67 of the *Act* in the amount of **\$785.00**, which will be of no force or effect if the amount owing has been paid in accordance with #3 above.
5. The landlord withdraws their 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 described above.

I authorize the landlord to retain the tenant's full security deposit of \$475.00 as per condition #2 described above.

The landlord is granted a monetary order pursuant to section 67 of the *Act* in the amount of **\$785.00**, which will be of no force or effect if the amount owing has been paid in accordance with #3 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: August 19, 2013

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Residential Tenancy Branch

