



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Mike Geric Construction Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR 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 a monetary order for unpaid rent or utilities, and to recover the filing fee.

The tenant and an agent for landlord (the "agent") 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.

Settlement Agreement

During the hearing, the parties agreed to settle all matters related to this tenancy, on the following conditions:

1. The tenant agrees that she owes the landlord \$6,300.00 in unpaid rent and surrenders her full security deposit of \$750.00 towards the amount owing leaving a balance owing by the tenant to the landlord in the amount of **\$5,550.00**.
2. The tenant agrees to pay the landlord \$5,550.00 via Interac e-mail money transfer by paying a minimum of **\$500.00 on the 10th day of each month starting on October 10, 2013** and will continue each month until the full payment has been made. The landlord's e-mail address was provided during the hearing for the purposes of the e-mail money transfer.
3. The landlord is granted a monetary order pursuant to section 67 of the *Act* in the amount of **\$5,550.00**, which will be of no force or effect if the amount owing has been paid in accordance with #2 above.

4. The landlord waives the filing fee and withdraws their application in full as part of this mutually settled agreement.
5. The parties agree that this mutually settled agreement represents a full and final settlement of all matters related to this tenancy.

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 grant the landlord a monetary order pursuant to section 67 of the *Act* in the amount of \$5,550.00, which will be of no force or effect if the amount owing has been paid in accordance with #2 above. If the tenant fails to make any of the payments described in #2 above, the landlord must serve the tenant with the monetary order and may enforce the monetary order in the Provincial Court of British Columbia (Small Claims).

I authorize the landlord to retain the tenant's full security deposit of \$750.00 as per #1 of the settlement agreement described 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: September 30, 2013

Residential Tenancy Branch

