



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding ROYAL LEPAGE CASCADE REALTY  
and [tenant name suppressed to protect privacy]

## DECISION

Dispute Codes      MND, MNR, MNSD, MNDC, FF

### Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution made by the landlords for a Monetary Order for: unpaid rent or utilities; to keep all or part of the pet damage or security deposit; for damages to the unit, site or property; for money owed or compensation for damage or loss under the Residential Tenancy Act (referred to as the “Act”), regulation or tenancy agreement; and to recover the filing fee for the cost of the application from the tenants.

An agent for the landlords and both tenants attended the conference call hearing during which no issues with regards to the service of documents in accordance with the *Act* were raised by any of the parties.

At the start of the hearing the landlords’ agent and the tenants agreed to amend the application with missing items from the parties’ addresses on the application.

### Analysis & Conclusion

Pursuant to section 63 of the *Residential Tenancy Act*, the Arbitrator may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order. During the hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

The parties **agreed** to settle the dispute in full under the following terms:

1. The tenants agreed to pay the landlords \$1,825.50 in full satisfaction of the landlords’ claim.

2. The tenants agree that the landlord can keep the security deposit of \$450.00 in partial satisfaction of the above agreed amount, leaving an outstanding balance payable by the tenants to the landlords in the amount of **\$1,375.50**.
3. The tenants agree to make three installment payments in the following manner: \$500.00 by the end of October 31, 2013; \$500.00 by the end of November 30, 2013 and \$375.50 by the end of December, 31, 2013. The landlords must **receive** these payments by the end of each month. It will not be sufficient for the tenants to **send** these payments by the deadlines stipulated.
4. The tenants agreed to the landlords being issued with a Monetary Order in the amount of \$1,375.50, which the landlords can enforce **if** the tenants fail to make this payment.

Both parties are cautioned to keep detailed written records of any transactions that are made with regards to the above terms of the agreement.

For the reasons set out above, I hereby grant the landlords a monetary order in the amount of **\$1,375.50**.

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: October 03, 2013

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Residential Tenancy Branch

