



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PEMBERTON HOLMES LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNSD, MNDC, FF

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution made by the landlord for a Monetary Order 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; to keep all or part of the pet damage or security deposit; and to recover the filing fee for the cost of the application from the tenants.

An agent for the landlord 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.

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 consented to the landlord keeping their security deposit of \$597.50 in partial satisfaction of the landlord’s monetary claim.
2. Both parties agreed that this left a total outstanding balance payable by the tenants to the landlord in the amount of **\$5,957.70**.
3. The tenant and landlord agreed the following payment plan for the outstanding balance of \$5,957.70 as follows: \$250.00 is to be received by the landlord on or

before the 15th day of each month starting in December, 2013 until March, 2014 (the last \$250.00 payment being payable by March 15, 2014). If these payments are successfully made, this will leave an outstanding balance of \$4,957.70.

4. The landlord and tenants agreed that the tenants will then pay \$500.00 every month starting in April, 2014 until the outstanding balance of \$4,957.70 is fully paid. Again, these monthly payments are to be received on or before the 15th day of each month.
5. The tenants agreed to the landlord being issued with a Monetary Order in the amount of \$5,957.70, which the landlord can enforce **if** the tenants fail to make the payments in accordance with the above agreed terms.

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 landlord a monetary order in the amount of **\$5,957.70**.

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: November 07, 2013

Residential Tenancy Branch

