



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding TERRA PROPERTY MANAGEMENT and FRASER VALLEY KINSMEN
HOUSING SOCIETY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes 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 a monetary order for unpaid rent, for authorization to keep all or part of the security deposit, 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.

The tenant confirmed receiving the evidence package from the landlord and that she had the opportunity to review the evidence prior to the hearing. I find the tenant was served in accordance with the *Act*. The tenant confirmed that she did not submit evidence in response to the landlord's application.

Settlement Agreement

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

1. The parties agree that the tenant owes the landlord \$1,718.00 comprised of unpaid rent, NSF fee and carpet cleaning costs, and the tenant surrenders her full security deposit of \$600.00 towards the amount of \$1,718.00, resulting in a balance owing by the tenant to the landlord in the amount of **\$1,118.00**.
2. The parties agree that the tenant will pay the landlord the amount of \$1,118.00 via eight minimum payments of \$139.75 to be paid by the tenant by money order every second Friday starting on **Friday, November 29, 2013** until the full amount of \$1,118.00 has been paid in full. The parties agree that the tenant will drop off each money order payment at the landlord's mailbox and confirmed the address

of the landlord during the hearing. The landlord agrees to mail the tenant a receipt for each payment made by the tenant towards the \$1,118.00 owing.

3. The landlord is granted a monetary order in the amount of \$1,118.00 which will have no force or effect if the tenant pays the landlord in accordance with #2 above.
4. The landlord agrees to withdraw their claim in full as part of this mutually settled agreement.
5. The landlord agrees to waive their filing fee as part of this mutually settled agreement.
6. Both parties agree that this settlement 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 mutually settled agreement described above.

The landlord is granted a monetary order in the amount of \$1,118.00 which will be of no force or effect if the amount owing has been paid in accordance with the above terms.

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: November 13, 2013

Residential Tenancy Branch

