



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MND, MNR, MNDC, MNSD, FF

Introduction

This hearing was scheduled in response to the landlord's Application for Dispute Resolution, in which the landlord has requested compensation for damage to the rental unit, unpaid rent, damage or loss under the Act, to retain the security deposit and to recover the filing fee from the tenant for the cost of this Application for Dispute Resolution.

Both parties were present at each hearing. At the start of each hearing I introduced myself and the participants. The hearing process was explained, evidence was reviewed and the parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present affirmed oral testimony and to make submissions during the hearing. I have considered all of the evidence and testimony provided.

Preliminary Matters

The male tenant confirmed receipt of the application and evidence. The female tenant was present but declined to participate in the hearing.

The tenant said that he has recently declared bankruptcy; the landlord had been given paperwork as evidence of this recent declaration. The tenant told the landlord that the female tenant will be sending him papers, indicating she will also have declared bankruptcy.

I explained that any monetary Order to the landlord would be enforced through Small Claims Court, at which point enforceability of an Order would be determined.

This hearing commenced on January 28, 2014; an adjournment was required and the parties met again on March 20, 2014 at which point they confirmed a mutually settled agreement had been reached.

Mutually Settled Agreement

The landlord and tenant agreed that the claim has been settled as follows:

- The tenants will pay the landlord \$1,200.00;
- Payments of \$100.00 per month will commence on April 10, 2014 and continue to be made by the 10th day of each following month until \$1,200.00 has been paid to the landlord;
- The tenants may pay sums earlier and in larger amounts than \$100.00 per month;
- The landlord is entitled to a monetary Order naming both tenants, which can be enforced should the repayment agreement fail; and
- That the mutual agreement resolves all matters related to the tenancy and that no further claims will be made by either party.

The landlord read from a letter issued by the tenant, agreeing to the above payment terms.

Therefore, pursuant to section 63(2) of the Act, in support of the mutually settled agreement I find that the landlord is entitled to a monetary Order in the sum of \$1,200.00. This Order may be enforced at any time, should the agreed payment schedule fail. Any payments made up to the point of enforcement will be considered by the *Small Claims Court*.

As the application included a claim to retain the \$675.00 security deposit, I find the matter of the deposit has been settled and is not included as part of the \$1,200.00 payment agreement.

Conclusion

The parties have reached a mutually settled agreement. An Order has been issued in support of that agreement.

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: March 20, 2014

Residential Tenancy Branch

