



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Columbia Property Management Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD, OPR, MNR, MNDC, FF

Introduction

This hearing was convened as the result of the landlord's application for dispute resolution under the Residential Tenancy Act (the "Act"). The landlord applied for authority to retain the tenants' security deposit, an order of possession for the rental unit due to unpaid rent, a monetary order for unpaid rent and other monetary compensation, and for recovery of the filing fee.

The landlord and the tenant appeared and at the outset of the hearing, the matter of a settlement was discussed. The parties agreed that they could resolve the issues contained in the landlord's application and a mediated discussion ensued.

I note that the tenant appeared for both listed tenants as the landlord had supplied evidence that both tenants were served with their application and Notice of Hearing, via registered mail, and that both parties signed for the registered mail.

Preliminary matter-The tenancy has now been concluded as the tenant vacated the rental unit, on or about March 1, 2014.

Settled Agreement

The landlord and tenant hereby agreed to a mutual settlement under the following terms and conditions:

1. The tenant agrees that he owes the landlord the amount of \$1310 in unpaid rent and late fees;
2. The tenant agrees that he will pay the landlord recovery of their filing fee of \$50;
3. The tenant agrees that the landlord will be issued a monetary order in the amount of \$1360;
4. The parties agree that the tenant may make installment payments to satisfy the monetary award of \$1360, as follows: \$250 on April 15, 2014, and the same amount, \$250, every two weeks thereafter, for a total of 5 payments of \$250 and a final payment two weeks following in the amount of \$110;

5. The landlord agrees that they will not seek enforcement of the monetary order so long as the tenant follows his agreed payment plan and that the monetary order is null and void pending the tenant's timely payments as agreed above; and
6. The parties acknowledge their understanding that this settled Decision resolves the matters contained in the landlord's application and that no finding is made on the merits of the said application for dispute resolution.

Conclusion

The landlord and the tenant have reached a settled agreement.

Based upon the settled agreement as outlined above, I provide the landlord with a monetary order for \$1360 and it is enclosed with their Decision.

Although the landlord applied for authority to retain the tenant's security deposit, no mention was made of the deposit at the hearing as to whether or not the landlord still retains the security deposit. I therefore advise the parties that the landlord is entitled to retain the tenant's security deposit to help further satisfy their monetary award, and, if so, to reduce their monetary award by a commensurate amount.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*. The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the Act. Should either party violate the terms of this settled agreement, the tenancy agreement or the Act, it is open to the other party to take steps under the Act to seek remedy.

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* and is being mailed to both the applicant and the respondent.

Dated: April 15, 2014

Residential Tenancy Branch

