



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 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 damages to the unit, site or property, for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, to keep the tenants' security deposit, and to recover the filing fee.

The tenants and an agent for the 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 hearing process was explained to the parties at the start of the proceeding and an opportunity to ask questions about the hearing process was provided to the parties.

Settlement Agreement

During the hearing, the parties agreed to settle this matter, on the following conditions:

1. The tenants mutually agree that they owe the landlord **\$1,537.12**, comprised of the filing fee, liquidated damages, repairs, cleaning, disposal and removal of items left at the rental unit by the tenants.
2. The tenants mutually agree to surrender their full security deposit of \$700.00 to the landlord towards the amount owing in #1 above, which leaves a balance owing by the tenants to the landlord in the amount of \$837.12.

3. Tenant "BM" agrees to pay \$418.56, his portion of \$837.12 owing which is described in #2 above, **no later than April 24, 2014 by 5:00 p.m.** The tenant agrees to pay the landlord by cash or money order and agrees to drop off the payment to the landlord's place of business and confirmed the address of the landlord during the hearing. The landlord agrees to provide the tenant with a receipt for any payment made to the landlord.
4. Tenant "AS" agrees to pay \$418.56, his portion of \$837.12 owing which is described in #2 above, via the following three payments: Payment 1 will be **\$150.00, no later than May 2, 2014 by 5:00 p.m.**, Payment 2 will be **\$150.00, no later than May 16, 2014 by 5:00 p.m.**, Payment 3 will be **\$118.56, no later than May 30, 2014 by 5:00 p.m.** The tenant agrees to pay the landlord by cash or money order and agrees to drop off the payment to the landlord's place of business and confirmed the address of the landlord during the hearing. The landlord agrees to provide the tenant with a receipt for any payments made to the landlord.
5. The landlord is granted a monetary order pursuant to section 67 of the *Act* in the amount of \$837.12, which will have no force or effect if the tenants pay the landlord in accordance with #3 and #4 described above, and the payments are successfully received by the landlord. The amount of \$837.12 reflects the amount owing of \$1,537.12 described in #1 above, less the tenants' surrendered security deposit of \$700.00 described in #2 above.
6. The landlord withdraws their application in full as part of this mutually settled agreement.

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 settled agreement.

The landlord is granted a monetary order pursuant to section 67 of the *Act* in the amount of \$837.12, which will have no force or effect if the tenants pay the landlord in accordance with #3 and #4 described above, and the payments are successfully received by the landlord. If the tenants fail to pay the amounts described above by any of the dates described above, this order must be served on the tenants and may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

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: April 23, 2014

Residential Tenancy Branch

