



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding HOLLYBURN PROPERTIES LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR, MNSD, FF

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the "Application") made by the Landlord for: unpaid rent or utilities, to keep the Tenants' security deposit and to recover the filing fee for the cost of the Application.

An agent for the Landlord appeared for the hearing and provided documentary evidence in advance of the hearing. The Tenant appeared with his mother who assisted the Tenant throughout the hearing as an advocate.

No issues in relation to the service of the hearing documents and evidence under the *Residential Tenancy Act* (the "Act") and the Rules of Procedure were raised by any of the parties.

At the start of the hearing the Tenant indicated that he would like to make a payment plan with the Landlord in settlement of the Landlord's Application. The Landlord's agent agreed to forgo his claim for the recovery of the filing fee and worked with the Tenant and his advocate on a settlement of the remainder of the Application.

Analysis & Conclusion

Pursuant to section 63 of the 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. Both parties **agreed** to settle the Landlord's application in **full** under the following terms:

1. The Tenant agreed to pay the Landlord **\$1,400.00** in monetary compensation.

2. The Tenant agreed that the Landlord can keep the Tenant's security deposit in the amount of \$600.00 in partial satisfaction of the agreed amount above.
3. The Landlord's agent agreed that the Tenants can make the remaining payment of \$800.00 as monthly payments of \$100.00 each.
4. The parties agreed that the first payment will be made during the month of May, 2014.
5. The Tenants are to ensure that the Landlord receives each monthly payment by the end of each month until the debt is fully paid.
6. The Landlord agreed that the Tenant can make additional payments during this payment plan to expedite the full payment of the debt.
7. The Landlord is issued with a Monetary Order in the amount of \$800.00, which can be enforced **if** the Tenants fail to make the payment as agreed.

Both parties are cautioned to keep detailed written records of any transactions that are made with regards to the above terms of the agreement. The parties committed to working and communicating with each other to facilitate the above payments in the most appropriate manner.

For the reasons set out above, I hereby grant the Landlord a Monetary Order in the amount of **\$800.00**. This order is final and binding on the parties and may be enforced in the Small Claims Court as an order of that court.

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: April 09, 2014

Residential Tenancy Branch

