



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNDC, 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 a Monetary Order for unpaid rent or utilities; for money owed or compensation for damage or loss under the Residential Tenancy Act, regulation or tenancy agreement; and to recover the filing fee from the Tenants for the cost of this Application.

The Landlord and the Tenants appeared for the hearing and provided affirmed testimony during the hearing. The Landlord and Tenants provided written evidence in advance of the hearing. No issues in relation to the service of the Application and the Notice of Hearing documents were raised by the parties.

At the start of the hearing the parties confirmed that the Tenants had been issued with a Monetary Order in the amount of \$2,050.00 as a result of a hearing held on January 27, 2014 by a different arbitrator, the file number for which appears on the front page of this decision.

After the parties had presented their evidence and made their submissions, they decided to settle the issues between them through a mutual agreement in the amount the Tenants would pay to the Landlord to satisfy the Landlord’s claim in full. In addition, the parties agreed that the amount awarded to the Landlord would be offset against the Tenant’s Monetary Order issued to the Tenants on January 27, 2014.

Settlement Agreement

Pursuant to Section 63 of the *Residential Tenancy Act* (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 the dispute.

Both parties agreed to settle the Landlord's Application in full under the following terms:

1. The Tenants agreed to pay the Landlord **\$1,800.00** in full satisfaction of the Landlord's total monetary claim of \$3,050.00.
2. The Tenants agreed that this amount would be offset against a Monetary Order which was issued to the Tenants on January 27, 2014 in the amount of **\$2,050.00**. This leaves an outstanding balance of **\$250.00** payable by the Landlord to the Tenants.
3. The Landlord agreed to make this payment by the end of June, 2014 to the mailing address provided by the female Tenant during the hearing. The Landlord is cautioned to ensure that documentation is retained in relation to this transaction.
4. The Tenants are issued with a Monetary Order for \$250.00 which is enforceable **if** the Landlord fails to make the payment under the terms and conditions above. As a result, the Monetary Order issued on January 24, 2014 to the Tenants will now have no effect.

This agreement is fully binding on the parties and is in **full and final satisfaction** of the issues associated with this tenancy. The file is now closed.

Conclusion

For the reasons set out above, I grant the Tenants a Monetary Order in the amount of **\$250.00** pursuant to section 67 of the Act. This order must be served on the Landlord and may be filed in the Provincial Court (Small Claims) and enforced as an order of that court if the Landlord fails to make payment in relation to this 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: June 16, 2014

Residential Tenancy Branch

