



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 343807 BC LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR, MND, MNSD, MNDC

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the “Application”) made by the Landlords for a Monetary Order for: unpaid rent or utilities; for damage to the rental suite; to keep the Tenant’s security deposit; and for money owed or compensation for damage or loss under the *Residential Tenancy Act* (the “Act”), regulation or tenancy agreement.

The Landlord, also representing the company named on the Application, appeared for the hearing. The Tenant appeared for the hearing with the Co-tenant. Both parties provided affirmed testimony during the hearing. No issues in relation to the service of the Application, the Notice of Hearing documents and the Landlord’s written evidence were raised by the parties.

The Tenant submitted written evidence prior to the hearing which had not been served to the Landlord in accordance with the Rules of Procedure; these rules were outlined on the fact sheet which had been provided to the Tenant with the Notice of Hearing documents.

However, after both parties had made a number of submissions in their opening arguments, they decided to settle the issues between them through a mutual agreement in the amount the Tenant would pay to the Landlord to satisfy the Landlords’ claim in full.

Settlement Agreement

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 the dispute.

Both parties agreed to settle the Landlords' Application **in full** under the following terms:

1. The Tenant agreed to settle the Landlords' monetary claim in the amount of \$1,150.00.
2. The Tenant consented to the Landlord keeping the Tenant's security deposit in the amount of \$575.00 in partial satisfaction of the above agreed amount.
3. This leaves a balance payable by the Tenant to the Landlords in the amount of \$575.00 which is to be paid forthwith on receipt of this decision.
4. The Landlords are issued with a Monetary Order for the remaining amount of \$575.00 which can be enforced **if** the Tenant fails to make the above payment.
5. The parties are cautioned to retain documentary evidence of monies paid in relation to this agreement.

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

Conclusion

For the reasons set out above, I grant the Landlords a Monetary Order in the amount of **\$575.00** pursuant to Section 67 of the Act. Copies of this order are attached to the Landlords' copy of this decision.

If the Tenant fails to make payment then a copy of the order must be served on the Tenant and may be then be filed in the Provincial Court (Small Claims) and enforced 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: June 20, 2014

Residential Tenancy Branch

