



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, 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 and to recover the filing fee from the Tenant for the cost of this Application.

The Landlord and the Tenant appeared for the hearing and provided affirmed testimony during the hearing. The Landlord provided written evidence in advance of 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 hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

After the parties had presented and made their evidence submissions, 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 Landlord’s claim in full.

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 Tenant agreed to settle the Landlord's monetary claim in the amount of \$1,125.00.
2. The Tenant consented to the Landlord keeping the Tenant's security deposit in the amount of \$300.00 in partial satisfaction of the above agreed amount.
3. This leaves a balance payable by the Tenant to the Landlord in the amount of \$825.00; the Tenant agreed to make this payment by July 14, 2014. The Tenant is cautioned to ensure that documentation is retained in relation to this transaction.
4. The Landlord is issued with a Monetary Order for \$825.00 **if** the Tenant fails to make the above payment under the terms and conditions above.

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 Landlord a Monetary Order in the amount of **\$825.00** pursuant to section 67 of the Act. This order must be served on the Tenant and may be filed in the Provincial Court (Small Claims) and enforced as an order of that court if the Tenant fails to make payment in accordance with the above agreed conditions.

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 12, 2014

Residential Tenancy Branch

