



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, MNDC, MNSD, FF

Introduction

This hearing was convened by 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; damage to the unit; to keep all of the Tenants’ security deposit; for money owed or compensation for damage or loss under the *Residential Tenancy Act* (the “Act”), regulation or tenancy agreement; and to recover the filing fee.

An agent for the Landlord’s company named on the Application appeared for the hearing. One of the Tenants and an agent representing the other Tenant appeared for the hearing. Both parties provided affirmed testimony as well as written evidence in advance of the hearing. No issues in relation to the service of the initial Landlord’s Application, the Notice of Hearing documents and the parties’ written evidence were raised at the start of the hearing.

The Landlord amended her Application to increase the monetary claim amount from \$2,365.05 to \$4,365.05 and served a copy of it to the Tenants on June 18, 2014. The Tenant explained that she had received the amended copy, but had not had sufficient time to gather written evidence to respond to the increased claim. As a result, I explained that I would only consider the Tenant’s initial monetary claim in this hearing.

Both parties made a number of submissions and presented evidence during the hearing. However, after a lengthy discussion the parties decided that it would be in the interest of both parties to settle **all** of the matters associated with this tenancy, including the Landlord’s amended increased monetary claim, through a mutual agreement.

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 Landlord's total monetary claim **in full** under the following terms:

1. The Tenant agreed to settle the Landlord's full monetary claim of \$4,365.05 in the amount of **\$1,991.28**. This comprised of: loss of rent in the amount of \$1,085.23; unpaid utilities in the amount of \$456.05; cleaning costs in the amount of \$400.00; and the \$50.00 filing fee paid by the Landlord.
2. The Tenant consented to the Landlord keeping the Tenants' security deposit in the amount of \$500.00 in partial satisfaction of the above agreed amount.
3. This leaves a balance payable by the Tenants to the Landlord in the amount of **\$1,491.28** which is to be paid forthwith by the Tenants on receipt of this decision.
4. The Landlord is issued with a Monetary Order for outstanding amount of \$1,491.28 which can be enforced **if** the Tenants fail 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 Landlord a Monetary Order in the amount of **\$1,491.28** pursuant to Section 67 of the Act. Copies of this order are attached with the Landlord's copy of this decision.

If the Tenants fail to make payment then a copy of the order must be served on the Tenants 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 26, 2014

Residential Tenancy Branch

