



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, MNSD, FF

Introduction

This hearing was convened by 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; damage to the rental unit; to keep all of the Tenant’s security deposit; and to recover the filing fee.

One of the Landlords and the Tenant appeared for the hearing and both parties provided affirmed testimony; however, only the Landlords provided written evidence prior to the hearing.

No issues in relation to the service of the Landlord's Application, the Notice of Hearing documents and the Landlord's written evidence under the *Residential Tenancy Act* (the “Act”) and the Rules of Procedure were raised at the start of the 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 best to settle the Landlord’s monetary claim in full 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 monetary claim in the amount of **\$1,575.00**.
2. The Tenant consented to the Landlord keeping his security deposit in the amount of \$375.00 in partial satisfaction of the above agreed amount.
3. This leaves a balance payable by the Tenant to the Landlords in the amount of **\$1,200.00** which is to be paid forthwith by the Tenant on receipt of this decision.
4. The Landlord is issued with a Monetary Order for the outstanding amount of \$1,200.00 which can be enforced **if** the Tenant fails to make the above payment.
5. The Tenant is cautioned to retain documentary evidence of payment 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 **\$1,200.00** pursuant to Section 67 of the Act. Copies of this order are attached with the Landlord's copy of this decision.

If the Tenant fails to make voluntary payment for the above amount, then a copy of the order must be served on the Tenant and may be then be filed in the Provincial Court (Small Claims) for enforcement 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: July 09, 2014

Residential Tenancy Branch

