



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, MNSD, MNDC, FF, SS, O

Introduction

This hearing was reconvened after the original hearing that took place on May 9, 2014 which was subsequently adjourned for reasons provided in the Interim Decision dated May 9, 2014 which was issued to all of the parties named on the Application.

The Landlord appeared for this reconvened hearing along with three of the Tenants, KM, RB and BT; the fourth Tenant named in the Landlord's Application, EW, was represented by legal counsel who made submissions during the hearing.

At the start of the hearing no issues were raised by the parties in relation to the submission of written evidence provided by the Landlord prior to this hearing. None of the Tenants had submitted written evidence prior to the hearings.

Both parties made a number of submissions and provided affirmed testimony; the Landlord also presented written 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. The legal counsel of EW assisted all the Tenants in the settlement discussion; however, all the Tenants were informed that they would all be jointly and severally responsible as Co-tenants for any amount payable to the Landlord before the settlement discussions were entered into.

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 Tenants agreed to settle the Landlord's monetary claim in the amount of **\$2,725.00**.
2. The Tenants consented to the Landlord keeping their security deposit in the amount of \$725.00 in partial satisfaction of the above agreed amount.
3. This leaves a balance payable by the Tenants to the Landlord in the amount of **\$2,000.00** which is to be paid forthwith by the Tenants on receipt of this decision.
4. The Landlord is issued with a Monetary Order for the outstanding amount of \$2,000.00 which can be enforced **if** the Tenants fail to make the above payment by August 15, 2014.
5. The Tenants are cautioned that they are all jointly responsible for making the above payment to the Landlord and that they should retain documentary evidence of payment in relation to this agreement.

This agreement is fully binding on the parties.

Conclusion

For the reasons set out above, I grant the Landlord a Monetary Order in the amount of **\$2,000.00** 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 voluntary payment for the above amount, then a copy of the order must be served on the Tenants 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

