



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, OPB, MNR, MNSD, FF (Landlord's Application)  
                                 MNDC, FF (Tenants' Application)

### Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the "Application") made by the Landlord and the Tenants.

The Landlord applied for an Order of Possession for unpaid rent and for a breach of a tenancy agreement. The Landlord also applied for a Monetary Order for unpaid rent, to keep the Tenants' security deposit, and to recover the filing fee.

The Tenants applied for monetary compensation for damage or loss under the *Residential Tenancy Act* (the "Act"), regulation or tenancy agreement; and to recover their filing fee.

One of the Tenants and the Landlord appeared for the hearing and provided affirmed testimony and documentary evidence in advance of the hearing. No issues in relation to the service of the Applications and the parties' documentary evidence were raised.

The parties were provided with instructions for the hearing and no questions were asked of the hearing process. The parties were given the opportunity to present their evidence and make submissions to me and to cross examine the other party on the evidence presented.

At the start of the hearing, the parties confirmed that the Tenant had moved out of the rental suite and the only determination to be made in this hearing was on both parties' monetary claims. As a result, I dismissed the Landlord's Application for an Order of Possession.

Both parties provided lengthy evidence submissions during the hearing. However, after lengthy discussions and negotiations between the parties, they agreed to settle their respective monetary claims through mutual agreement. The parties were asked at the end of the hearing to confirm the terms and conditions recorded below, which they did.

### Analysis & Conclusion

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 both Applications. Both parties agreed to settle **both** applications **in full** under the following terms:

1. The Landlord will retain the Tenant's security deposit in the amount of **\$450.00**.
2. The Tenant agreed to pay the Landlord \$200.00 in settlement of the Applications.
3. The Landlord agreed that the Tenant can pay this amount in the form of four monthly payments of **\$50.00** each.
4. The parties agreed that the first payment will be made by the end of December, 2014 in the amount of **\$50.00**, but the Tenant is at liberty to make voluntary increased payments in order to pay the debt off earlier.
5. The Tenant is to ensure that the monthly payments are to be **received** (not issued), by the Landlord by the end of each respective month.
6. The Landlord is issued with a Monetary Order in the amount of \$200.00, which can be enforced **if** the Tenant fails to make any of the payments in the manner agreed above. Copies of this order are attached with the Landlord's copy of this decision.
7. As a result, both parties are cautioned to keep detailed written records of any transactions that are made with regards to the above terms of the agreement.

This agreement is fully binding on the parties and is in full and final satisfaction of **all** the issues associated with the tenancy documented above. Both files are now closed.

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: November 26, 2014

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Residential Tenancy Branch

