



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MND, MNR, MNSD, MNDC, FF

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the Act) for:

- a monetary order for unpaid rent, for damage to the rental unit, and for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67;
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38; and
- authorization to recover her filing fee for this application from the tenant pursuant to section 72.

The tenant MB (the tenant), and the landlord and her agent appeared. The tenant confirmed that he had authority to participate in this hearing on behalf of both tenants.

At the beginning of the hearing the tenant admitted full liability for the amounts the landlord has applied. The tenant and landlord expressed that they wished to engage in settlement discussions for the purpose of developing a payment schedule.

In the course of the hearing the landlord and the tenant were able to negotiate a settlement. The landlord and tenant agreed to a series of conditions.

Analysis

Pursuant to section 63 of the Act, an 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 their dispute.

During this hearing, the parties reached an agreement to settle their dispute under the following final and binding terms:

1. The landlord agreed to withdraw her applications.
2. The tenants agreed that the landlord could keep the full amount of the tenants' security deposit in the amount of \$900.00.
3. The tenants agreed to pay a total sum of \$5,900.00 to the landlord.
4. The tenants agreed to the following payment schedule that may be enforced under this agreement:
 - a. The tenants agreed to pay at least \$50.00 to the landlord on each of the following dates:
 - i. 16 December 2014;
 - ii. 30 December 2014;
 - iii. 13 January 2015;
 - iv. 27 January 2015;
 - v. 10 February 2015;
 - vi. 24 February 2015;
 - vii. 10 March 2015; and
 - viii. 24 March 2015.

- b. The tenants agreed to pay at least 30% of their Child Tax Benefit to the landlord when it is received in or about March 2015. The tenants agreed to submit with this lump sum payment a copy of their Child Tax Benefit assessment with unnecessary personal information redacted.
 - c. The tenants agreed to pay at least \$250.00 to the landlord on the first of each month beginning 1 April 2015. These payments will continue until such time as the full amount of the settlement amount has been paid from the tenant to the landlord.
5. In the event the tenants move, they agreed to provide to the landlord their forwarding address.
 6. In the event the landlord moves, the landlord agreed to provide to the tenants her forwarding address.
 7. If the tenant secures employment, the landlord and the tenant may agree to payments in excess of the payment schedule amounts. Any amounts agreed to pursuant to this provision in excess of the payment schedule amounts are not enforceable as part of the issued monetary order.

The parties both stated that they understood these terms and agreed that these particulars comprise the full and final settlement of all aspects of the landlord's application for both parties.

Conclusion

The landlord's application is withdrawn.

The landlord is ordered to retain the tenants' security deposit.

The tenants are ordered to pay a total of \$5,900.00 in accordance with the agreed to payment schedule.

In order to implement the above settlement reached between the parties, I issue a monetary order in the landlord's favour in the amount of \$5,900.00. The monetary order is to be used if the tenant(s) does not pay \$5,900.00 to the landlord in accordance with their agreement. I deliver this order to the landlord in support of the above agreement for use **only** in the event that there is a failure by the tenant(s) to abide by the terms of the above settlement. The landlord is provided with these orders in the above terms and the tenant(s) must be served with a copy of these orders as soon as possible after a failure to comply with the terms of the above settlement agreement. Should the

tenant(s) fail to comply with these orders, these orders may be filed in the Small Claims Division of the Provincial Court and enforced as orders of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under subsection 9.1(1) of the Act.

Dated: December 16, 2014

Residential Tenancy Branch

