



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding RENT-A-HUSBAND ENT. LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNR, MNSD, MNDC, FF

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the “Application”) made by the Landlords on February 10, 2015. The Landlords applied for: a Monetary Order for unpaid rent; a Monetary Order for damage to the rental unit; for money owed or compensation for loss under the *Residential Tenancy Act* (the “Act”), regulation or tenancy agreement; to keep the Tenant’s security and pet damage deposit; and, to recover the filing fee.

Both parties appeared for the hearing and provided affirmed testimony. The Tenant confirmed receipt of the Landlords’ Application and their documentary and photographic evidence by registered mail. The Tenant confirmed that she had not provided any evidence prior to the hearing.

The hearing process was explained to the parties and they had no questions about the proceedings. Both parties were given a full opportunity to present their evidence, make submissions to me, and cross examine the other party on the evidence provided.

Both parties presented their evidence and provided several submissions during the hearing. At the conclusion of the hearing, I offered the parties an opportunity to settle the matter through mutual agreement. The parties discussed the issues between them, turned their minds to compromise, and achieved a resolution of the dispute through mutual settlement.

Settlement Agreement

Pursuant to Section 63 of the Act, the Arbitrator may assist the parties to settle their dispute. 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. Both parties **agreed** to settle the Landlords’ Application in full as follows:

- The Tenant consented to the Landlords keeping her security and pet damage deposit totalling **\$1,000.00**.
- This left an amount payable by the Tenant to the Landlords, which the parties agreed would be **\$400.00**.
- This amount is in **full** satisfaction of the Landlords' Application.
- The Landlords are issued with a Monetary Order in the amount of \$400.00 which is enforceable in the Small Claims court **if** the Tenant fails to make payment. Copies of the order are attached to the Landlords' copy of this decision.
- The parties agreed that the Tenant would make the payment by electronic transfer to the Landlords by the end of May 2015.
- The Tenant is cautioned to ensure that documentation is retained in relation to proof of payment made.

This agreement and order is fully binding on the parties. This file is 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: April 22, 2015

Residential Tenancy Branch

