Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes   MNDC, FF

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("the *Act*") for a monetary order for damage pursuant to section 67 and authorization to recover the filing fee for this application from the tenant pursuant to section 72.

Both parties (two tenants and the landlord) attended the hearing and were given an opportunity to be heard, to present sworn testimony and to make submissions. The landlord testified that the tenant was served with the landlord's Application for Dispute Resolution package by registered mail on January 8, 2015. The tenants both confirmed receipt of the landlord's Application for Dispute Resolution package. I accept the tenant was served sufficiently with the landlord's dispute resolution package. Before the conclusion of this hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Background and Evidence

This tenancy began in 2007. The current rental amount of $800.00 was payable on the first of each month. The landlord testified that she is not certain what, if any security deposit was provided at the start of the tenancy as the residential agreement was only verbal and never put in writing. The tenants testified that they were uncertain of the security deposit amount as Tenant CD's sister paid the deposit. The tenants vacated the rental unit June 30, 2014.

The landlord applied for a Monetary Order for damage to the rental unit. She also applied to recover the filing fee for this application. She testified that, on May 18, 2014, as a result of either a flood in the rental unit, the unit below was significantly damaged. She provided documentary evidence that she paid the owner of the unit below for all damage. She testified that she did not have insurance at the time of the water damage to the lower unit.

The tenants acknowledged that damage was done to the unit below their rental unit. Tenant CD testified that his mother was caring for his children at the time of the incident. The tenants

agreed that, in all the circumstances, they would pay a portion of the landlord's costs in this matter.

Analysis

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. Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a decision:

The Parties mutually agreed as follows:

1. The tenant agreed to pay to the landlord the amount of $1200.00 for damage to the rental unit below.
2. The landlord agreed to withdraw her claim against the tenant for the $50.00 filing fee for this application.
3. These terms comprise the full and final settlement of all aspects of this dispute for both parties.

Conclusion

To give effect to the settlement reached between these parties, I issue a monetary order in favor of the landlord in the amount of $1200.00 dated May 22, 2015, to be used **only** if the tenant fails to pay the amounts outstanding on or before this date. The landlord is provided with this Order in the above terms and the tenant(s) must be served with this Order as soon as possible after any failure to abide by the monetary terms of their 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 Section 9.1(1) of the *Residential Tenancy Act.*

Dated: May 12, 2015

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Residential Tenancy Branch