



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding PACIFIC SKYLINE CONSTRUCTION AND DEVELOPMENT INC  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MND, MNR, MNSD, FF

### Introduction

This hearing was convened by conference call in response to an Application for Dispute Resolution (the “Application”) made by the Landlord for a Monetary Order for: unpaid rent; damage to the rental unit; to keep the Tenants’ security deposit; and to recover the filing fee.

An agent for the Landlord (the “Landlord”) and the male Tenant appeared for the hearing. Both parties provided affirmed testimony. No issues in relation to the service of the Landlord’s Application, the Notice of Hearing documents and the parties’ documentary evidence under the *Residential Tenancy Act* (the “Act”) and the Rules of Procedure were raised at the start of the hearing.

The parties agreed that this tenancy had ended on February 28, 2015 and that the Tenants had provided the Landlord with their forwarding address on March 20, 2015. The Landlord made the Application on March 31, 2015. Therefore, I determined that the Landlord had made the Application to keep the Tenants’ security deposit within the 15 day time limit stipulated by Section 38(1) of the Act.

Both parties made a number of submissions and presented evidence during the hearing in relation to the Landlord’s monetary Application. However, after a lengthy discussion, the parties decided that it would be best to settle the Landlord’s monetary claim of \$1,626.00 in full through a settlement agreement.

### 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 Tenant agreed to settle the Landlord's monetary claim in the amount of **\$995.00**.
2. The Tenant consented to the Landlord keeping the security deposit in the amount of **\$525.00** in partial satisfaction of the above agreed amount.
3. This leaves a balance payable by the Tenants to the Landlord in the amount of **\$470.00** which is to be paid by the Tenants forthwith. However, the Landlord indicated that he was willing to work with the Tenants on a payment plan to recover the losses after this hearing.
4. The Landlord is issued with a Monetary Order for the outstanding amount of \$470.00. Copies of this order are attached with the Landlord's copy of this decision.
5. **If** the Tenants fail to make voluntary payment for the above amount, then a copy of the order must be served on the Tenant and may be then be filed in the Provincial Court (Small Claims) for enforcement as an order of that court.

The Tenants are cautioned to retain documentary evidence of payment in relation to this agreement. This agreement is fully binding on the parties and is in **full satisfaction** of the Landlord's Application.

The parties confirmed their **voluntary** agreement to resolution in this manner both during and at the conclusion of the hearing. 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: September 09, 2015

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Residential Tenancy Branch

