



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes:

MND, MNR, MNSD, FF

### Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlords applied for a monetary Order for money owed or damage, for a monetary Order for unpaid rent and utilities, to keep all or part of the security deposit, and to recover the fee for filing this Application for Dispute Resolution.

The Landlord with the initials "M.R." stated that on July 31, 2015 the Application for Dispute Resolution, the Notice of Hearing, and the 50 pages of evidence the Landlord submitted to the Residential Tenancy Branch on July 29, 2015 were personally served to the Tenant. The Tenant acknowledged receipt of these documents and they were accepted as evidence for these proceedings.

### Issue(s) to be Decided

Is the Landlord entitled to compensation for damage to the rental unit, to compensation for unpaid rent and utilities, and to keep all or part of the security deposit?

### Background and Evidence

Prior to discussing the merits of any of the claims being made by the Landlords, the Landlords and the Tenant mutually agreed to settle this dispute under the following terms:

- the Landlords will keep the Tenant's security deposit of \$425.00;
- the Tenant will pay \$2,675.00 to the Landlords;
- the Tenant will pay the Landlords \$300.00 per month until the debt of \$2,675.00 is paid in full;
- the Tenant will pay the first payment of \$150.00 to the Landlords by January 31, 2016;
- the Tenant will pay a payment of \$150.00 by the 15<sup>th</sup> day of each subsequent month;
- the Tenant will pay a payment of \$150.00 by the last day of each subsequent month;

- the Landlords will receive a monetary Order for \$2,675.00 that is only enforceable if the Tenant misses any of the aforementioned payments; and
- the Landlords will return all property belonging to the Tenant that they have in their possession by February 29, 2016.

### Analysis

The issues in dispute have been settled, by mutual consent, in accordance with the aforementioned terms.

### Conclusion

On the basis of the settlement agreement I grant the Landlords a monetary Order for \$2,675.00. This Order is only enforceable if the Tenant misses any of the payments outlined in the aforementioned settlement agreement, at which time the amount due must be reduced by any payments the Tenant has made.

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: January 19, 2016

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Residential Tenancy Branch