



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR MNSD FF

Introduction

This hearing was convened as a result of the landlords' application for dispute resolution under the *Residential Tenancy Act* (the "*Act*"). The landlords applied for a monetary order for unpaid rent or utilities, to retain all or a portion of the tenants' security deposit, and to recover the cost of the filing fee.

The tenants, an agent for the landlord (the "agent"), and landlord G.M. (the "landlord") attended the teleconference hearing. The parties gave affirmed testimony, were provided the opportunity to present their evidence orally and in documentary form prior to the hearing, and make submissions to me.

Neither party raised any concerns regarding the service of documentary evidence.

Preliminary and Procedural Matter

By consent of the parties, the name of S.M. was removed from the landlords' application as S.M. had never signed the tenancy agreement and was not listed on the tenancy agreement as a landlord. This amendment was made in accordance with section 64(3) of the *Act*.

Settlement Agreement

During the hearing, the parties agreed to settle all matters related to this tenancy, on the following conditions:

1. The parties agree that the tenants surrender their full security deposit \$825.00 to the landlords and that the tenants owe the landlords a remaining balance of **\$1,900.00.**

2. The tenants agree to pay the landlords a minimum of **\$190.00** per month on the first day of each month via Interac E-Transfer starting on **February 1, 2016** and continuing until the full amount of \$1,900.00 has been paid in full. The parties confirmed the landlords' e-mail address during the hearing.
3. The landlords are granted a monetary order pursuant to section 67 of the *Act* in the amount of \$1,900.00 which will have no force or effect if the tenants pay the landlords in accordance with #2 above.
4. The landlords agree to withdraw their application in full as part of this mutually settled agreement and waive the cost of the filing fee.
5. Both parties agree that this mutually settled agreement represents a full and final settlement of all matters related to this tenancy.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*.

Conclusion

I order the parties to comply with the terms of their settled agreement.

The landlords have been granted a monetary order pursuant to section 67 of the *Act* in the amount of \$1,900.00 which will be of no force or effect if the amount owing has been paid as described above. If the tenants do not pay the amount as described above, the landlords must serve the tenants with the monetary order and the order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

This decision is final and binding on the parties, unless otherwise provided under the *Act*, and 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 29, 2016

Residential Tenancy Branch

