



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 by way of conference call in response to an Application for Dispute Resolution (the “Application”) made by the Landlord for: unpaid rent or utilities, to keep the Tenant’s security deposit and to recover the filing fee from the Tenant.

The Landlord, the Co-Landlord, and the Tenant appeared for the hearing. The hearing process was explained to the parties and they had no questions about the proceedings. The Tenant confirmed receipt of the Landlord’s Application by registered mail for the monetary claim for \$2,961.37. While the Tenant denied being served with the Landlord’s amended Application which sought to reduce the monetary claim as it had not accounted for the security deposit, the Tenant acknowledged that she was in debt for the amended amount claimed by the Landlord for \$2,261.31.

Before the Landlord was invited to present evidence of the monetary claim, the Tenant explained that she did not dispute the Landlord’s monetary claim but had appeared for the hearing to ask that a payment plan be agreed upon to help her to pay this debt.

Settlement Agreement

Pursuant to Section 63 of the *Residential Tenancy 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. As a result of the Tenant’s willingness to settle the Landlord’s Application in full satisfaction in the amount of \$2,261.31, the parties reached the following agreement.

1. The Tenant agreed that the Landlord can keep the Tenant’s security deposit in the amount of \$700.00.
2. In addition, the Tenant agreed to pay the Landlord \$2,261.31 to satisfy the Landlord’s monetary claim.

3. The Landlord agreed that the Tenant can satisfy the debt by making monthly installments of \$100.00 by the 20th of each month until the debt is fully satisfied.
4. The first payment will be due by the April 20, 2016 and payments will be made by e-mail transfer using the email address established by the parties during the tenancy. However, the Tenant is responsible for making alternative payment arrangements if electronic transfer cannot be executed at any time.
5. The Tenant is to ensure that the Landlord receives each monthly payment by the due date until the debt is fully paid.
6. The Landlord agreed that the Tenant can make additional payments during this payment plan to expedite the full payment of the debt.
7. The Landlord is issued with a Monetary Order in the amount of \$2,261.31, which can be enforced at any time for the amount of debt owed at the time of enforcement.
8. The Tenant provided the Landlord with her forwarding address and telephone contact details so that the Landlord can make necessary arrangements to attend the Tenant's address to collect personal documents belonging to the Landlord. The Tenant currently holds these on the request of the Landlord but the Tenant wants these to be returned back to the Landlord. The contact details provided by the Tenant during the hearing are documented on the front page of this decision.

Both parties are cautioned to keep detailed written records of any transactions that are made with regards to the above terms of the agreement. The parties committed to working and communicating with each other to meet the terms of this agreement. The Monetary Order is final and binding on the parties and may be enforced in the Provincial (Small Claims) Court as an order of that court. The parties confirmed their voluntary agreement to resolution in this manner before the hearing was concluded. 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: March 31, 2016

Residential Tenancy Branch