



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, MNDC, FF

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the “Application”) made by the Landlords for a Monetary Order for: damage to the rental unit; unpaid utilities; for money owed or compensation for damage or loss under the *Residential Tenancy Act* (the “Act”), regulation or tenancy agreement; and to recover the filing fee from the Tenants.

One of the Tenants and both Landlords appeared for the hearing and provided affirmed testimony. The hearing process was explained to the parties and they had no questions about the proceedings. The Tenant confirmed receipt of the Landlords’ Application and their evidence served prior to the hearing. The Landlords confirmed receipt of the Tenants’ late evidence prior to the hearing.

At the start of the hearing, the Landlords explained that their monetary claim had far exceeded the amount of their original claim of \$1,663.00 and asked for this to be considered and determined in this hearing. The Landlords were informed that I was unable to consider their increased monetary claim amount as they were required to amend their Application pursuant to the Rule 4 of the Residential Tenancy Branch Rules of Procedure. In addition, the Tenant submitted that the Landlord’s monetary claim did not specify the exact monetary losses attributed to each item they had claimed for with respect to damage to the rental unit. In this respect, Rule 2.5 of the Rules of Procedure states that to the extent possible an applicant must submit a detailed calculation of any monetary claim being made. This was not before me.

I offered the parties an opportunity to adjourn the hearing, so that the Landlords could submit the detailed calculation of their monetary claim and put the Tenant on notice of the increased amount they were seeking. Before the Landlords made a decision on how they wanted to proceed, the Landlords asked whether they would have an opportunity to come to a mutual agreement on the costs they were claiming.

In relation to this request, I turned to Section 63 of the Act which allows an arbitrator to assist the parties to settle their dispute. 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, I allowed the parties to have a discussion regarding the settlement of the Landlords' monetary claim. The parties discussed the issues between them, engaged in a conversation, turned their minds to compromise, and after some negotiation were able to achieve a resolution of their dispute as follows.

Settlement Agreement

1. The Tenant agreed to pay the Landlords \$1,175.00 in monetary compensation in full and final satisfaction of the Landlords' Application.
2. The Landlords agreed that the Tenants can make this payment in two portions; the first payment of \$587.50 is payable on or before December 15, 2016. The remaining payment of \$587.50 is payable on or before January 15, 2017.
3. The Tenants are to ensure that the Landlords receive each payment by the due date until the debt is fully paid. If payment is not made by the agreed dates, the Landlords may move forward with the enforcement process and the Tenants may be held liable for the costs associated with this.
4. The Landlords agreed that the Tenants can make additional payments during this payment plan to expedite the full payment of the debt.
5. The Landlords are issued with a Monetary Order in the amount of \$1,175.00, which can be enforced if the Tenants fail to make the payment as agreed.

The Tenants are cautioned to retain documentary evidence of payment made to meet the terms and conditions of this agreement. This agreement and order is fully binding on the parties and is in full and final satisfaction of this dispute. The parties confirmed their agreement and understanding of resolution by mutual agreement both during and at the conclusion of the hearing. This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: November 24, 2016

Residential Tenancy Branch

