



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPB MNSD MNDC FF

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution under the *Residential Tenancy Act* (the "*Act*"), seeking an order of possession for breach of an agreement with the landlord, for authorization to retain the tenants' security deposit or pet damage deposit, for a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, and to recover the cost of the filing fee.

On December 1, 2016 the proceeding began and was adjourned after 26 minutes due to issues relating to the tenants' documentary evidence. An Interim Decision dated December 2, 2016 was issued which should be read in conjunction with this decision.

On January 13, 2017 this hearing reconvened and the parties reached a mutually settled agreement to resolve their dispute which will be described below.

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 tenants owe the landlord \$1,300.00 and to which the tenants surrender their full \$600.00 security deposit towards, which results in a balance owing by the tenants to the landlord in the amount of **\$700.00**.
2. The parties agree that the tenants will pay the landlord a minimum of **\$100.00** by cheque to be dropped off by the tenants to the landlord's mailbox by the last day of each month starting **January 31, 2017** and continuing until the full amount of \$700.00 has been paid by the tenants.

3. The landlord is granted a monetary order in the amount of \$700.00 which will be of no force or effect if the tenants pay the landlord in accordance with #1 and #2 described above and the landlord successfully deposits the full amount owing by the tenants.
4. The landlord agrees to withdraw her application in full as part of this mutually settled agreement.
5. The parties agree that this mutually settled agreement represents a full and final settlement of all matters related to this tenancy.
6. Both parties agree to keep an accounting of all payments made.

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 mutually settled agreement described above.

The landlord is granted a monetary order in the amount of \$700.00 which will have no force or effect if the tenants pay the landlord in accordance with #1 and #2 above. If the tenants do not pay the amount as described above in #1 and #2 above, the monetary order must be served on the tenants and the monetary 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 18, 2017

Residential Tenancy Branch