



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 by conference call in response to a Landlords' Application for Dispute Resolution (the "Application") filed on August 19, 2016 for a Monetary Order for: unpaid rent; damage to the rental unit; to keep the Tenants' security deposit; and to recover the filing fee from the Tenants.

Both Landlords and the male Tenant appeared for the hearing and provided affirmed testimony. The Tenant confirmed receipt of the Landlords' Application and their documentary and photographic evidence.

The Landlords denied receipt of the Tenants' evidence served prior to the hearing. The Tenant was unable to provide corroborating evidence that he had served their evidence to the Landlords by registered mail. Therefore, I informed the Tenant that I would not consider his evidence in this hearing but I would consider adjourning the matter if the Tenant had evidence that disproved the Landlords' monetary claim as most of the Tenants' evidence related to character references. However, the Tenant was not prohibited from providing his evidence into oral testimony.

The hearing process was explained to the parties and no questions were asked. Both parties made a number of submissions and presented evidence during the hearing.

Section 63 of the *Residential Tenancy Act* allows an Arbitrator to 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. Accordingly, I offered the parties an opportunity to settle the matter by mutual agreement rather than have a decision forced upon them through a legally binding decision based on the evidence before me. The parties considered this alternate method of resolution, engaged into a discussion, and decided to compromise and settle the matter by mutual agreement as follows.

Settlement Agreement

1. The Tenant agreed to settle the Landlord's monetary claim in the amount of **\$1,442.00**.
2. The Tenant consented to the Landlords keeping the security deposit of **\$550.00** in partial satisfaction of the above agreed amount.
3. This leaves a balance payable by the Tenants to the Landlords in the amount of **\$892.00**.
4. This amount is to be paid by the Tenants by e-transfer by **March 1, 2017**.
5. The Landlords are issued with a Monetary Order for the outstanding amount of \$892.00. Copies of this order are attached with the Landlords' copy of this Decision.
6. **If** the Tenants fail to make voluntary payment for the above amount, then the Monetary Order may then be filed in the Small Claims Division of the Provincial Court for enforcement as an order of that court.

The Tenants are cautioned to retain documentary evidence of payment in relation to this agreement. This agreement is fully binding on the parties and is in **full satisfaction** of the Landlords' Application. The parties confirmed their voluntary agreement to resolution in this manner both during and at the conclusion of the hearing. 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: February 23, 2017

Residential Tenancy Branch

