



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, MNDC, FF

Introduction

This hearing was convened by way of conference call in response to the Landlord's Application for Dispute Resolution (the "Application") filed on September 15, 2016 for: a Monetary Order for damage to the rental unit; to keep the Tenant's security deposit; 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 Tenant.

Both parties appeared for the hearing and provided affirmed testimony. The Tenant confirmed receipt of the Landlord's Application and the Landlord's documentary and photographic evidence. The Tenant also confirmed that she did not provide any evidence prior to this hearing.

The hearing process was explained to the parties and they had no questions about the proceedings. Both parties were given a full opportunity to present evidence, make submissions to me, and cross examine the other party on the evidence provided.

Pursuant to Section 63 of the 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.

After the parties had finished providing their evidence, I offered the parties an opportunity to deal with this dispute by way of a settlement agreement. The parties were informed that if they were not able to reach any agreement, then the matter would be decided by me based on the evidence before me. The parties were informed that a settlement agreement is voluntary process.

Both parties took some time to consider this voluntary option of resolution. The Landlord and Tenant then engaged into a lengthy discussion, turned their minds to compromise, but were unable to reach agreement. However, as I was about to conclude the hearing, the Tenant engaged into further negotiations with the Landlord, after which the parties were then able to reach agreement as follows with my assistance.

Settlement Agreement

Both parties agreed to settle the Landlord's Application in full and final satisfaction under the following terms:

1. The parties agreed that after the amounts awardable to the parties are offset with each other, the Tenant will pay an outstanding balance of \$700.00.
2. The Landlord agreed the Tenant will pay this debt in \$100.00 monthly installments until it is fully satisfied.
3. The parties agreed that the first payment will be payable on or before April 30, 2017 and each subsequent payment must be made on or before the last day of each month thereafter.
4. The parties agreed that the payments are to be made by e-transfer using the address provided by the Landlord to the Tenant during the hearing; this is also detailed on the front page of this Decision.
5. The Landlord is issued with a Monetary Order in the amount of \$700.00, which can be enforced at any time if the payments are not made by each deadline. This agreement and order is final and binding on the parties and may be enforced in the Small Claims Division of the Provincial court as an order of that court. The Tenant may also be liable for any enforcement costs incurred by the Landlord.

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 confirmed their voluntary agreement to resolution in this manner both during and at the end 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 Act.

Dated: March 17, 2017

Residential Tenancy Branch