



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding HELPER EQUIPMENT LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD, MNDC, OLC, FF

Introduction

This hearing dealt with a tenant's Application for Dispute Resolution (the "Application") under the Residential Tenancy Act (the "Act") for:

- a monetary order for return of the security deposit;
- a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement;
- an order for the landlord to comply with the *Act*, regulations or the tenancy agreement; and
- recovery of the filing fee paid for this application from the landlords.

Landlord D.H. (the "Landlord") appeared at the teleconference hearing and gave affirmed testimony. The landlord appeared on his own behalf and as agent for the corporate landlord. The landlord appeared with a relative who acted as an advocate. The tenant appeared at the teleconference hearing and gave affirmed testimony. During the hearing the landlord and tenant were given a full opportunity to be heard, to present sworn testimony and make submissions.

Preliminary and Procedural Matters

During the hearing, the tenant withdrew their claim for a monetary order for return of the security deposit.

Settlement Agreement

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. During the hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute regarding damage to the unit.

During the course of the hearing, the parties reached an agreement to settle the matter on the following conditions:

1. The parties agree that the landlords will pay the tenant the amount of \$900.00 which shall be sent by registered mail to the tenant's address on or before May 17, 2017.
2. The parties agree that this settlement agreement constitutes a final and binding resolution of the tenant's Application at this hearing.
3. The landlords agree that the landlords will not pursue any claims against the tenant for damage to the rental unit.

These particulars comprise the full and final settlement of all aspects of this dispute for all the parties. The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and the parties understood the nature of this full and final settlement of all matters.

In accordance with this settlement agreement, I grant the tenant a monetary order in the amount of \$900.00 which will have no force or effect if the landlords successfully comply with the terms of this settlement. If the landlords fail to comply with the terms of this settlement agreement, the tenant may serve the monetary order on the landlords. If the tenant serves the monetary order on the landlords and the landlords fail to comply with the order, the order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

I order the parties to comply with the terms of their settlement agreement described above.

The tenant is granted a monetary Order in the amount of \$900.00 which will be of no force or effect if the landlords successfully comply with the terms of this settlement agreement. If the landlords fail to comply with the terms of this settlement agreement, the monetary order will be of full force and effect and may be served upon the landlords. Should the landlords fail to comply with this monetary Order, it may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

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: May 08, 2017

Residential Tenancy Branch