



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding HOLLYWOOD DELI LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MND, MNR, MNSD, MNDC, FF (Landlord's Application)  
                                 MNSD, MNDC, FF (Tenants' Application)

### Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the "Application") made by the Landlord and the Tenants for monetary claims.

The Landlord applied for damage to the rental unit, unpaid rent, for money owed or compensation for damage or loss under the *Residential Tenancy Act*, (the "Act"), to keep the Tenants' security deposit, and to recover the filing fee from the Tenants.

The Tenants applied for the return of their security deposit, for money owed or compensation for damage or loss under the Act, and to recover their filing fee from the Landlord.

The owner of the company Landlord and both Tenants appeared for the hearing and provided affirmed testimony. The parties confirmed receipt of each other's Applications and service of documentary evidence prior to the hearing. The hearing process was explained to the parties and no questions were raised about how the proceeding would be conducted. During the hearing, both parties provided oral testimony, presented evidence, and made submissions to me regarding the issues to be decided in the Applications.

Section 63 of the 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.

As the end of the hearing, I offered the parties a chance to settle the matter between them through mutual resolution. The parties discussed the issues between them and, with my assistance, were able to reach a settlement agreement of the Applications as follows:

Settlement Agreement

Both parties agreed to settle both Applications **in full and final satisfaction** as follows:

1. The Tenants agreed to pay the Landlord a balance of **\$918.00** to settle the issues in this tenancy.
2. The Landlord agreed that the Tenants can pay this amount in the form of monthly payments of **\$150.00** each until the debt is fully satisfied, with the last month of this debt payable in the amount of \$168.00 on November 15, 2017.
3. The parties agreed that the monthly payments will be made on or before the 15<sup>th</sup> day of each month.
4. The parties agreed that the first payment will be made on or before June 15, 2017.
5. The Tenants are to ensure that the monthly payments are to be **received** by the Landlord (not issued), by the 15<sup>th</sup> day of each respective month.
6. The Landlord is issued with a Monetary Order in the amount of \$918.00, which can be enforced **if** the Tenants fail to make any of the payments in the manner agreed above. Copies of this order are attached with the Landlord's copy of this Decision.
7. Both parties are cautioned to keep detailed written records of any transactions that are made with regards to the above terms of the agreement.

Both parties agreed that this agreement was made on a voluntarily basis and confirmed their understanding and agreement to resolution in this manner both during and at the conclusion of the hearing. Both files are 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: May 15, 2017

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Residential Tenancy Branch