



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR MNSD FF O

Introduction

This hearing was convened as a result of the landlord's Application for Dispute Resolution (the "Application") under the *Residential Tenancy Act* (the "Act"). The landlord applied for a monetary order for unpaid rent or utilities, for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, to recover the cost of the filing fee, and other unspecified relief.

The landlord and the tenants attended the teleconference hearing. The parties gave affirmed testimony and had the hearing process explained to them.

The tenants confirmed that they received the documentary evidence from the landlord and that they had the opportunity to review the evidence prior to the hearing. The female tenant stated that she served some documentary evidence the week before the hearing however the tenant was advised that the Rules of Procedure requires that all evidence be served and received at least seven days before the date of the hearing and that the tenant's documentary evidence had not been received by the RTB or the landlord. As a result, the hearing continued without consideration of the tenant's documentary evidence.

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 the tenants owe the landlord **\$2,311.29** which takes into account the tenants surrendering their full \$500.00 security deposit and \$500.00 pet damage deposit towards and that each tenant will pay ½ of the \$2,311.29 to the landlord which is comprised of \$1,155.65 from each tenant.
2. Tenant B.S. agrees to pay a minimum of \$300.00 per month on or before the 3rd day of each month starting August 1, 2017 until \$1,155.65 is paid in full by e-transfer. The landlord's email address was confirmed during the hearing.
3. Tenant M.R. agrees to pay a minimum of \$100.00 per month on or before the 3rd day of each month starting August 1, 2017 until \$1,155.65 is paid in full. The landlord's email address was confirmed during the hearing.
4. The landlord is granted a monetary order pursuant to section 67 of the *Act* in the amount of **\$2,311.29, which will be of no force or effect**, if the tenants pay the landlord in accordance with 2 and 3 above.
5. The landlord agrees to withdraw his application in full as part of this mutually settled agreement.
6. The parties agree that the landlord is authorized to retain the tenants' full \$500.00 security deposit and full \$500.00 pet damage deposit which has already been incorporated in the balance owing by the tenants to the landlord described in 1 above, \$2,311.29.
7. The parties agree that this mutually settled agreement represents a full and final settlement of all matters related to this tenancy.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*. The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of this matter.

Conclusion

I order the parties to comply with the terms of their mutually settled agreement above.

The landlord is granted a monetary order pursuant to section 67 of the *Act* in the amount of \$2,311.29, which will be of no force or effect, if the tenants pay the landlord in accordance with 2 and 3 above. Should the landlord require enforcement of the monetary order, the monetary order must be served on the tenants and 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: July 6, 2017

Residential Tenancy Branch