



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND MNSD FF

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("the Act") for: a monetary order for damage to the rental unit pursuant to section 67; authorization to retain all or a portion of the tenant's security deposit pursuant to section 38; and authorization to recover the filing fee for this application pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, present testimony, and make submissions. The tenant confirmed receipt of the landlord's Application for Dispute Resolution. Before the conclusion of this hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Background and Evidence

This tenancy began on April 1, 2012 with a rental amount of \$1250.00 payable on the first of each month. The tenant vacated the rental unit on March 31, 2017. The landlord sought \$6339.45 in his application including recovery of his filing fee.

The tenant acknowledged that an amount of money remains outstanding to the landlord. The landlord acknowledged that the tenant was making efforts to repay him and repair damage to the rental unit at the end of the tenancy. Both parties agreed that this matter could be resolved by the compromise of both parties.

Analysis

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. Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a decision:

The Parties mutually agreed as follows:

1. The tenant agreed to pay the landlord a total amount as follows;
 - The tenant will pay the landlord \$200.00 per month by e-transfer on the 2nd day of each month until the amount of \$4800.00 has been paid in full to the landlord.
2. These terms comprise the full and final settlement of all aspects of this dispute for both parties.

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

To give effect to the settlement reached between the parties, I issue a monetary order to the landlord in the amount of \$4800.00 to be used **if and only if** the tenant fails to meet the terms of payment above. The amount remaining owed to the landlord will be taken into consideration if this monetary order is used.

The landlord is provided with this **conditional** Order in the above terms and the tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, this Order 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: October 13, 2017

Residential Tenancy Branch