



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNDC, FF

Introduction

This hearing convened as a result of Landlord's Application for Dispute Resolution, filed April 10, 2017, wherein the Landlord requested monetary compensation in the amount of \$25,000.00 and to recover the filing fee. By Amendment filed October 31, 2017 the Landlord amended their claim to \$4,658.01

The hearing was conducted by teleconference on September 11, 2017 and continued on December 12, 2017. Both parties called into the hearing and were given a full opportunity to be heard, to present their affirmed testimony, to present their evidence orally and in written and documentary form, and make submissions to me.

Preliminary Matter

During the hearing on September 11, 2017, the Tenant, R.E., stated that one of the named Landlords, D.D., was in fact the Landlord, J.D.'s son. A review of the residential tenancy agreement confirms the name of the Landlord as J.D. D.D. also confirmed that he is not a Landlord, rather he acted as agent for his father, J.D., during the tenancy.

Pursuant to section 64(3)(c) and *Rule 4.2 of the Residential Tenancy Branch Rules of Procedure*, I amend the Landlord's Application for Dispute Resolution to accurately name the Landlord as J.D.

Settlement and Conclusion

During the hearing on December 12, 2017, the parties resolved matters by mutual agreement. The terms of their agreement is recorded in this my Decision and Order pursuant to section 63 of the *Residential Tenancy Act* and Rule 8.4 of the *Residential Tenancy Branch Rules of Procedure*.

As the parties resolved matters by agreement I make no findings of fact or law with respect to their relative positions.

The terms of their settlement follow.

1. The Tenants shall pay to the Landlord the sum of **\$2,000.00** as full and final satisfaction of the Landlord's claim.
2. The Tenants shall pay the above, through direct bank deposit to the Landlord's credit union account (which the parties agree is the account to which they deposited their rent payments during the tenancy), the sum of \$250.00 per month on the following payment schedule:

- a. on or before January 1, 2018 the sum of \$250.00;

- b. on or before February 1, 2018 the sum of \$250.00;
- c. on or before March 1, 2018 the sum of \$250.00;
- d. on or before April 1, 2018 the sum of \$250.00;
- e. on or before May 1, 2018 the sum of \$250.00;
- f. on or before June 1, 2018 the sum of \$250.00;
- g. on or before July 1, 2018 the sum of \$250.00; and,
- h. on or before August 1, 2018 the sum of \$250.00.

The parties agree that the Tenants may pay the balance earlier if able.

- 3. The Landlord is granted a Monetary Order in the amount of **\$2,000.00**.
- 4. Should the Tenants not make the payments as provided for above
 - a. the Landlord may serve the Monetary Order on the Tenants and may file and enforce it in the B.C. Provincial Court (Small Claims Division) and enforce as an order of that Court; and,
 - b. the Landlord shall be at liberty to apply for the balance of the \$4,648.01 claimed in the Amendment to an Application for Dispute Resolution filed October 31, 2017.

I read the above terms to the parties and they confirmed their understanding and agreement to the above. Further, 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.

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: December 12, 2017

Residential Tenancy Branch