



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, MNSD, MNDC, FF

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- A monetary order for unpaid rent, damages and loss pursuant to section 67;
- Authorization to retain the security deposit for this tenancy pursuant to section 38; and
- Authorization to recover the filing fee for this application from the tenants pursuant to section 72.

All parties attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

As the parties were in attendance I confirmed service. Based on the testimonies of the parties I find that the landlord sufficiently served each of the tenants in accordance with sections 88 and 89 of the *Act*.

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. During the hearing the parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute.

All parties agreed to the following final and binding settlement of all issues currently under dispute at this time:

1. The tenant LP will pay the landlord \$1,200.00 by electronic transfer of funds by 5:00pm on January 26, 2018.
2. The tenant MW will pay the landlord \$1,200.00 by electronic transfer of funds in instalments of \$300.00 on January 26, 2018, February 9, 2018, February 23, 2018 and March 9, 2018, until this amount is paid in full.
3. The landlord is authorized to retain the \$550.00 security deposit for this tenancy.
4. This settlement agreement constitutes a final and binding resolution of the landlord's application at this hearing.

Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

Conclusion

I issue a monetary Order in the landlord's favour in the amount of \$2,400.00 against the tenants, to be used **only** in the event that either of the tenants does not abide by the monetary terms of the settlement agreement outlined above. As explained to the parties at the hearing the tenants are joint and severally liable for the monetary Order. Should either of the tenants 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: January 25, 2018

Residential Tenancy Branch