



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNDC, MNSD, FF

Introduction

This hearing convened as a result of a Landlords' Application for Dispute Resolution wherein they sought monetary compensation from the Tenant for unpaid rent and losses incurred by the Landlords, authority to retain the Tenant's security deposit and recovery of the filing fee.

Both parties appeared at the hearing. The hearing process was explained and the participants were asked if they had any questions. Both parties were provided the opportunity to present their evidence orally and in written and documentary form, and make submissions to me.

Settlement and Conclusion

During the hearing 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*. 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.

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

The terms of their settlement follow.

1. The parties agree that the Landlords are entitled to monetary compensation from the Tenant in the amount of \$1,596.60 representing the amounts claimed by the Landlords on their Application filed August 9, 2017, less the \$150.00 for the Telus box.
2. The Landlords may retain the Tenant's \$550.00 security deposit towards the \$1,596.60 such that the Landlords are entitled to a further \$1,046.60 from the Tenant.

3. The Tenant shall pay the \$1,046.60 owing to the Landlords on the following schedule:
 - a. on February 15, 2018 the Tenant shall pay \$87.22 to the Landlords;
 - b. on March 15, 2018 the Tenant shall pay \$87.22 to the Landlords;
 - c. on April 15, 2018 the Tenant shall pay \$87.22 to the Landlords;
 - d. on May 15, 2018 the Tenant shall pay \$87.22 to the Landlords;
 - e. on June 15, 2018 the Tenant shall pay \$87.22 to the Landlords;
 - f. on July 15, 2018 the Tenant shall pay \$87.22 to the Landlords;
 - g. on August 15, 2018 the Tenant shall pay \$87.22 to the Landlords; and,
 - h. on September 15, 2018 the Tenant shall pay \$436.10 to the Landlords (the "Payment Schedule").
4. Should the Tenant be able to pay off the balance owing at any time prior to the Payment Schedule, he shall be at liberty to do so.

In furtherance of the above, I grant the Landlords a Monetary Order in the amount of \$1,046.60. The Monetary Order must be read in conjunction with this Decision.

Should the Tenant honour the Payment Schedule, or otherwise pays the balance owing prior to the required dates, the Landlords shall make no use of the Monetary Order.

In the event the Tenant fails to pay as set out in the Payment Schedule, the Landlords must serve the Monetary Order on the Tenant and may file and enforce the Monetary Order in the B.C. Provincial Court (Small Claims Division).

For the purposes of service of the Monetary Order, and pursuant to section 71 of the *Residential Tenancy Act*, I permit the Landlords to serve the Tenant by email to the email address noted on the unpublished cover page of this my Decision.

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: February 6, 2018

Residential Tenancy Branch