



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding ENTRE NOUS FEMMES HOUSING SOCIETY  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MND MNSD FFL

### Introduction

This hearing was convened as a result of the landlord's Application for Dispute Resolution ("application") under the *Residential Tenancy Act* ("Act"). The landlord applied for a monetary claim of \$1,785.60 for damages to the rental unit or property, for authorization to retain the tenants' security deposit and to recover the cost of the filing fee.

An agent for the landlord ("agent") and the tenants attended the teleconference hearing. The parties gave affirmed testimony, were provided the opportunity to present their evidence orally and in documentary form prior to the hearing, and make submissions to me.

The tenants confirmed that they were served with the landlord's documentary evidence and that they had the opportunity to review that evidence prior the hearing. The tenants affirmed that they did not submit any documentary evidence in response to the landlord's application.

### Preliminary and Procedural Matters

At the outset of the hearing, the agent was advised that the landlord was not permitted to attempt to increase the landlord's monetary claim to \$7,252.06 which is listed in the monetary order worksheet submitted late by the landlord in evidence. The reason for this that the landlord failed to amend their application from the original amount claimed of \$1,785.60 and I find that it would be prejudicial to the tenants to allow the landlord to increase their monetary claim through the submission of late evidence. Therefore, I find the maximum of the landlord's monetary claim before applying the filing fee to be \$1,785.60.

Also at the outset of the hearing, the parties provided their email addresses at the outset of the hearing which were confirmed by the undersigned arbitrator. The parties confirmed their understanding that the decision would be emailed to both parties and that the monetary order would only be emailed to the landlord.

### Issues to be Decided

- Is the landlord entitled to a monetary order under the *Act*?
- What should happen to the tenants' security deposit under the *Act*?
- Is the landlord entitled to the recovery of the cost of the filing fee under the *Act*?

### 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 \$1,835.00 comprised of \$1,785.00 plus \$50.00 of the filing fee.
2. The parties agree that the tenants will surrender their \$820.00 security deposit which has accrued no interest, leaving a balance owing to the landlords of **\$1,015.00.**
3. The parties agree on a payment plan comprised as follows: the tenants will pay the landlord **a minimum of \$203.00 per month** for five months starting **June 20, 2018** and continuing monthly on **July 20, 2018, August 20, 2018, September 20, 2018, and October 20, 2018.**
4. The parties agree that the tenants will pay the landlord as per #3 above by post-dated cheques. The address of the landlord was confirmed by the tenants during the hearing.
5. The landlord is granted a monetary order pursuant to section 67 of the *Act* in the amount of \$1,015.00 which will have no force or effect if the tenants pay the landlord in accordance with #3 above.
6. The landlord agrees to withdraw their application in full as part of this mutually settled agreement.
7. Both 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 binding nature of this full and final settlement of these matters.

### Conclusion

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

The landlord has been granted a monetary order in the amount of \$1,015.00 which will be of no force or effect if the amount owing has been paid as described above. If the tenants do not pay the amount as described above, this order must be served on the tenants by the landlord the monetary order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

The parties confirmed their understanding that while they voluntarily formed this mutual agreement that the agreement is final and binding under the *Act*.

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: April 11, 2018

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Residential Tenancy Branch