



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNDL, MNRLS, MNDCLS, FFL

### Introduction

This hearing was convened as a result of the landlords' Application for Dispute Resolution ("application") under the *Residential Tenancy Act* ("Act"). The landlords applied for a monetary claim of \$1,028.09 for damages to the rental unit or property, for authorization to retain the tenant's security deposit, for unpaid/loss rent or utilities, for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, and to recover the cost of the filing fee.

Landlord KK-R ("landlord"), the tenant and a support person for the tenant attended the teleconference hearing. The landlord and tenant ("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 tenant confirmed that they were served with the landlords' documentary evidence and that they had the opportunity to review that evidence prior the hearing. The tenant affirmed that they did not submit any documentary evidence in response to the landlords' application.

### Preliminary and Procedural Matter

At the outset of the hearing, the parties confirmed their email addresses. 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 landlords.

### Issues to be Decided

- Are the landlords entitled to a monetary order under the *Act*?
- What should happen to the tenant's security deposit under the *Act*?

- Are the landlords 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 tenant owes the landlords \$928.09 and that the tenant surrenders her full security deposit of \$650.00 from the amount owing, leaving a balance owing by the tenant to the landlords in the amount of **\$278.09**.
2. The tenant agrees to pay the landlords \$278.09 by way of **two payments of \$139.05 due August 1, 2018 and September 1, 2018 by e-transfer**. The parties confirmed the landlords' email address during the hearing.
3. The landlords are granted a monetary order pursuant to section 67 of the *Act* in the amount of \$278.09 which will have no force or effect if the tenant pays the landlords in accordance with #2 above.
4. The landlords agree to withdraw their application in full as part of this mutually settled agreement.
5. 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 landlords have been authorized to retain the tenant's \$650.00 security deposit and have been granted a monetary order pursuant to section 67 of the *Act* in the amount of \$278.09 which will be of no force or effect if the amount owing has been paid as described above. If the tenant does not pay the amount as described above, this order must be served on the tenant by the landlords and 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: July 19, 2018

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Residential Tenancy Branch