



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDCL, FFL

### Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution filed under the *Residential Tenancy Act* (the "Act"), made on June 22, 2018. The Landlord applied for a monetary order for unpaid rent, a monetary order for damage to the rental property, permission to retain the security deposit and to recover the filing fee paid for the application. The matter was set for a conference call.

Both the Property Manager and the Tenant attended the hearing, and all parties were affirmed to be truthful in their testimony. The Property Manager and Tenant were provided with the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issues to be Decided

- Is the Landlord entitled to a monetary order for rent?
- Is the Landlord entitled to a monetary order for damage?
- Is the Landlord entitled to retain the security deposit?
- Is the Landlord entitled to the return for their filing fee for this application?

### Background and Evidence

The parties testified that the tenancy began on August 1, 2017. Rent in the amount of \$1,200.00 was to be paid by the first day of each month and that the Landlord is holding a \$600.00 security deposit. The parties agreed that the Tenant moved out of the rental unit on July 31, 2018.

Section 63 of the *Act* allows for the parties to consider a settlement to their dispute during the hearing, and that any settlement agreement reached during the hearing may be recorded in the form of a decision and an order. In accordance with this, an opportunity for a settlement discussion was presented, and the parties came to an agreement on a settlement that would resolve their dispute.

During the hearing, the parties agreed to the following settlement:

1. The parties agreed that the Tenant owes the Landlord \$4,015.29.
2. The Tenant agreed that the Landlord could keep his security deposit of \$600.00, as partial payment toward the amount owing to the Landlord.
3. The parties agree that the Tenant has a current balance outstanding to the Landlord of \$3,415.29, as of the date of this hearing.
4. The parties agreed that the Tenant would pay the Landlord \$115.29, to cover the outstanding electricity bills by November 2, 2018.
5. The parties agreed that the Tenant would pay the Landlord \$400.00 per month, starting November 15, 2018, and;
6. The Tenant will continue to make a monthly payment of \$400.00 by the 15<sup>th</sup> of each month until the outstanding balance is paid in full.

The above terms of the settlement agreement were reviewed with all parties at the end of the hearing, and all parties confirmed that they were entering into the settlement agreement on a voluntary basis. They also confirmed understanding of the terms of the settlement agreement as full and final settlement of this matter.

### Analysis

In order to enforce the conditions of the settlement agreement reached between the Landlord and Tenant, a conditional **Monetary Order** for **\$3,415.29** will be granted to the Landlord to be served on Tenant should the Tenant not repay the outstanding balance in accordance with this agreement.

Conclusion

The parties are ordered to comply with the terms of the settlement agreement as outlined in this decision.

I grant a conditional **Monetary Order** the Landlord to be served on the condition that the Tenant did not comply with the fourth, fifth and sixth terms of the settlement agreement. If this occurs, the Monetary Ordre must be served upon the Tenant and should the Tenant 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: October 30, 2018

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Residential Tenancy Branch