



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION AND RECORD FO SETTLEMENT**

Dispute Codes      MNDCL-S, MNRL-S, FFL

### Introduction

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

- a monetary order for damage to the rental unit, and for money owed or compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement pursuant to section 67;
- a monetary order for unpaid rent pursuant to section 67;
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38; and
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

During the hearing, the parties agreed that the tenant did not pay a security deposit, for this reason the landlords' claim to retain the security deposit is dismissed without leave to reapply.

Section 63 of the *Act* provides that if the parties settle their dispute during a hearing the Director may record the settlement in the form of a Decision or an Order.

Pursuant to the above provision, discussion between the parties during the hearing led to a settlement / resolution. Specifically, the parties agreed and confirmed as follows:

1. The tenant and landlord agree that payment of \$1,650.00 in rent/parking arrears and damage will be made in five payments in accordance with the following payment plan:
  - i. The first payment in the amount of \$825.00 will be made before or on October 1, 2018 by way of e-transfer;
  - ii. The second payment in the amount of \$250.00 will be made before or on November 1, 2018 by way of e-transfer ;

- iii. The third payment in the amount of \$250.00 will be made before or on December 1, 2018 by way of e-transfer ; and
  - iv. The fourth payment in the amount of \$250.00 will be made before or on January 1, 2019 by way of e-transfer ;
  - v. The fifth payment in the amount of \$75.00 will be made before or on February 1, 2019 by way of e-transfer.
- 2. The tenant and landlord agree that if the tenant fails to make a payment within the time stipulated above, such failure constitutes a default, making the unpaid balance of the rent/parking arrears and damage immediately due and owing.
  - 3. The landlord will receive five monetary orders as described below. The landlord consented that the landlord would not enforce a monetary order if the tenant paid within the time stipulated above.
  - 4. The tenant provided his forwarding address during the hearing and affirmed he would update the landlord with any address changes.
  - 5. The tenant and landlord agreed that the landlord would return the tenant's items upon final payment of the outstanding balance.

In order to perfect Part 2 (i) above, I grant the landlord a monetary order in the amount of \$1,650.00. The tenant must be served with this order if the tenant fails to pay the first payment as described above.

In order to perfect Part 2 (ii) above, I grant the landlord a monetary order in the amount of \$825.00. The tenant must be served with this order if the tenant fails to pay the second payment as described above.

In order to perfect Part 2 (iii) above, I grant the landlord a monetary order in the amount of \$575.00. The tenant must be served with this order if the tenant fails to pay the third payment described above.

In order to perfect Part 2 (iv) above, I grant the landlord a monetary order in the amount of \$325.00. The tenant must be served with this order if the tenant fails to pay the fourth payment as described above.

In order to perfect Part 2 (v) above, I grant the landlord a monetary order in the amount of \$75.00. The tenant must be served with this order if the tenant fails to pay the fourth payment as described above.

The above particulars comprise **full and final settlement** of all aspects of the dispute arising from this application.

**This Decision, Monetary Orders and Settlement Agreement are final and binding on both parties.**

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: September 13, 2018

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Residential Tenancy Branch