



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding GREATER VICTORIA HOUSING SOCIETY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes FFL, MNDL-S, MNRL-S

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Landlord on June 13, 2018 (the “Application”). The Landlord sought compensation for damage to the rental unit, to recover money for unpaid rent, to keep the security deposit and for reimbursement for the filing fee.

Y.B. appeared at the hearing for the Landlord with R.M. and T.A. The Tenant appeared at the hearing.

I explained the hearing process to the parties who did not have questions when asked. Y.B., R.M. and the Tenant provided affirmed testimony.

Both parties had submitted evidence prior to the hearing. I addressed service of the hearing package and evidence. The Tenant confirmed she received the hearing package and Landlord's evidence and did not raise any issues in this regard. Y.B. confirmed she received the Tenant's evidence.

Prior to hearing from the parties on the issues raised in the Application, I raised the possibility of settlement pursuant to section 63(1) of the *Residential Tenancy Act* (the “Act”) which allows an arbitrator to assist the parties to settle the dispute.

I explained the following to the parties. Settlement discussions are voluntary. If they chose not to discuss settlement, that was fine and I would make a final and binding decision in the matter. If they chose to discuss settlement and did not come to an agreement, that was fine and I would make a final and binding decision in the matter. If they did come to an agreement, I would write out the agreement in my written decision and issue any necessary orders. The written decision would become a final and legally

binding agreement meaning neither party could change their mind about the agreement later.

The parties did not have questions about the above and agreed to discuss settlement and a discussion ensued.

Prior to ending the hearing, I confirmed the terms of the settlement agreement with the parties. I told the parties I would issue a Monetary Order. I confirmed with the parties that all issues had been covered. The parties confirmed they were agreeing to the settlement voluntarily and without pressure from the other party or me.

Settlement Agreement

The Landlord and Tenant agree as follows:

1. The Tenant agrees to the Landlord keeping the security deposit of \$419.50.
2. The Tenant will pay the Landlord an additional \$857.50.
3. The Tenant will pay the Landlord \$30.00 per month by the first day of each month, starting October 1, 2018, until the \$857.50 is paid in full.
4. If the Tenant fails to pay \$30.00 per month by the first day of each month until the \$857.50 is paid in full, any balance of the \$857.50 outstanding at the time of the missed payment will become due immediately.
5. A Monetary Order will be issued to the Landlord in the amount of \$857.50 due immediately. The Landlord will not serve this Order on the Tenant, or seek to enforce this Order in the Provincial Court, while the Tenant is making payments in accordance with this agreement. If the Tenant fails to make a payment in accordance with this agreement, the Landlord can serve and enforce this Order but only for the balance of the \$857.50 outstanding at the time of the missed payment.
6. The Landlord withdraws their request for reimbursement for the filing fee.

This agreement is fully binding on the parties and is in full and final satisfaction of this dispute.

The Landlord is granted a Monetary Order in the amount of \$857.50. If the Tenant fails to pay the Landlord in accordance with the settlement agreement set out above, the Landlord must serve this Order on the Tenant. If the Tenant fails to comply with the Order, the Order may be enforced in the Small Claims Division of the Provincial Court 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 *Act*.

Dated: September 04, 2018

Residential Tenancy Branch