



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPRM-DR, FFL

Introduction

This hearing was convened as a result of the landlords' Application for Dispute Resolution ("application") seeking remedy under the *Residential Tenancy Act* ("Act"). The landlords applied for an order of possession for unpaid rent or utilities, for a monetary order of \$1,500.00 for unpaid rent or utilities, to retain all or part of the tenants' security deposit, and to recover the cost of the filing fee.

The landlords and the tenants attended the teleconference hearing. The hearing process was explained to the parties and an opportunity was given to ask questions about the hearing process. Thereafter the parties gave affirmed testimony, were provided the opportunity to present their relevant evidence orally and in documentary form prior to the hearing, and make submissions to me.

Neither party raised any concerns regarding the service of documentary evidence.

Settlement Agreement

During the hearing, the parties agreed to settle these matters on the following conditions:

1. The parties agree that tenants owe the landlords **\$1,500.00** less \$750.00 comprised of the tenants' surrendered security deposit of \$750.00 leaving a balance owing by the tenants to the landlords in the amount of **\$850.00**. This amount is comprised of the remaining October 2018 portion of rent and the filing fee.
2. The parties agree that the tenants will pay the landlords a minimum of **\$75.00** per month on the 20th day of each month starting on **December 20, 2018** and continuing on the 20th day of every subsequent month until the full amount of

\$850.00 has been paid by the tenants to the landlords. The parties agreed that all payments from the tenants to the landlords will be by e-transfer. The landlords' email address was confirmed by the parties during the hearing. The parties also confirmed that the landlords have automatic deposit so no security question is required.

3. The landlords are granted a monetary order pursuant to section 67 of the *Act* in the amount of **\$850.00**, which will be of no force or effect if the amount has been paid by the tenants to 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. The parties confirmed that the tenants' service address remains the tenants' two email addresses which have been included on the cover page of this decision for ease of reference.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*. The parties agreed that this mutually settled agreement was made on a voluntary basis and that the parties understood the nature of this full, final and binding settlement of all matters related to this tenancy.

Conclusion

I order the parties to comply with the conditions of their mutually settled agreement described above. The landlords have been granted a monetary order in the amount of \$850.00 which will be of no force or effect if that amount has been paid in accordance with #2 above and the landlords successfully deposit the full amount owing.

The service addresses for the tenants are the two email addresses indicated on the cover page of this decision. This decision will be emailed to both parties.

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: November 30, 2018

Residential Tenancy Branch