



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding HOLLYBURN PROPERTIES LTD. and  
[tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNRL-S, FFL

### Introduction

This teleconference hearing was scheduled in response to an application by the Landlord under the *Residential Tenancy Act* (the “Act”) for monetary compensation for unpaid rent, to retain the security deposit towards compensation owed and for the recovery of the filing fee paid for the Application for Dispute Resolution.

Two agents for the Landlord (the “Landlord”) were present for the teleconference hearing, as was one of the Tenants. The parties were affirmed to be truthful in their testimony. The Tenant confirmed receipt of the Notice of Dispute Resolution Proceeding package and a copy of the Landlord’s evidence. The Tenant did not submit any evidence prior to the hearing. Neither party brought up any issues regarding service.

During the hearing the parties came to a settlement agreement which will be outlined below.

### Settlement Agreement

Pursuant to Section 63 of the *Act*, parties may be provided the opportunity to settle their dispute and for that settlement to be recorded in the form of a decision and order. The parties reached the following settlement agreement:

1. The Tenant agrees to pay the following amounts to the Landlord:
  - a. \$1,850.00 for December 2018 rent
  - b. \$688.71 for January 2019 rent
  - c. \$805.33 for liquidated damages
  - d. \$25.00 for an NSF fee for December 2018 rent

- e. \$100.00 for the filing fee
- 2. The amounts agreed upon total \$3,469.04; however, the parties agreed that the Landlord will retain the security deposit of \$925.00 towards the total amount owed.
- 3. After the security deposit deduction, the Tenants agree to pay the Landlord a total of \$2,544.04.

In order to uphold the settlement agreement, the Landlord will be granted a Monetary Order in the amount of \$2,544.04. The parties each confirmed that they were entering into the settlement agreement voluntarily and that they understood that a settlement agreement is final and binding and constitutes full resolution of the claims on the Application for Dispute Resolution.

### Conclusion

The parties are ordered to follow the terms of the settlement agreement as outlined above. In order to uphold the settlement agreement, I grant the Landlord a **Monetary Order** in the amount of **\$2,544.04**. The Landlord is provided with this Order in the above terms and the Tenants must be served with this Order as soon as possible. Should the Tenants 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: April 08, 2019

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Residential Tenancy Branch