



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

MNRL FFL

Introduction

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

- a Monetary Order for unpaid rent pursuant to section 67 of the *Act*; and
- recovery of the filing fee from the tenant pursuant to section 72 of the *Act*.

Both parties attended the hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

As both parties were present, service of documents was confirmed. The tenant confirmed receipt of the landlord's Notice of Dispute Resolution Proceeding package. The tenant did not submit any evidence in this matter. Based on the undisputed testimonies of the parties, I find that the tenant was served with the notice of this hearing in accordance with section 89 of the *Act*.

Analysis

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute; and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order. During the hearing the parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following **final and binding settlement of all issues currently under dispute at this time and all claims arising from this tenancy**:

1. The tenant agreed to pay to the landlord the amount set out on the cover sheet of this Decision in three equal installments by bank draft, unless another method of payment is agreed upon by the two parties, as follows:

- First installment on September 15, 2019
 - Second installment on November 15, 2019
 - Third installment on February 28, 2020
2. The landlord will retain the security and pet damage deposits totalling \$3,200.00.
 3. The landlord agreed that the landlord's application for dispute resolution in its entirety is dismissed as it has been settled in full satisfaction by way of this agreement.
 4. Both parties agreed that the terms of this settlement as outlined above constitute a final and binding resolution of the landlord's application and all issues currently under dispute at this time, and that no further claims will be made by the tenant or the landlord whatsoever arising from this tenancy.
 5. Both parties confirmed that they agreed to these settlement terms free of any duress or coercion.

Conclusion

To give effect to the settlement reached between the parties and as advised to both parties during the hearing, I issue to the landlord the attached three Monetary Orders to be served on the tenant by the landlord **ONLY** if the tenant fails to pay the landlord as per the terms of the settlement agreement.

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. If the tenant only makes a partial payment and not the total amount, this partial payment must be accounted for if the landlord is enforcing the Monetary Order.

The landlord retains the security and pet damage deposits.

The landlord's application for dispute resolution is dismissed.

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: May 28, 2019

Residential Tenancy Branch