



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNRL, MNDCL, FFL

### Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Landlord on February 19, 2020 (the “Application”). The Landlord applied as follows:

- To recover unpaid rent;
- For compensation for monetary loss or other money owed; and
- For reimbursement for the filing fee.

The Landlord filed an amendment February 27, 2020 changing the amount owed by \$0.63.

The Landlord appeared at the hearing with G.P. to assist. The Tenant appeared at the hearing. I explained the hearing process to the parties who did not have questions when asked. The parties provided affirmed testimony.

The Landlord submitted evidence prior to the hearing. The Tenant did not. I addressed service of the hearing package and Landlord’s evidence and the Tenant confirmed receipt of these. The Tenant also confirmed his understanding of the claims.

The parties agreed there was a tenancy agreement between them in relation to the rental unit. The parties agreed the tenancy ended May 29, 2019.

The Tenant said he did not submit evidence because he agrees with the Landlord’s claims. Given this, 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, I would hear the matter and 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, I would hear the matter and 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 a monetary order if necessary. The written decision would become a final and legally binding agreement and the parties could not change their mind about it later.

I answered the questions of the parties in relation to the above. The parties agreed to discuss settlement.

I was clear throughout the settlement discussions that the parties did not have to agree to settlement. I also outlined the settlement option versus the option of proceeding with the hearing at least twice.

Prior to ending the hearing, I confirmed the terms of the settlement agreement with the parties. I confirmed all issues had been covered. The parties confirmed they were agreeing to the settlement voluntarily and without pressure.

#### Settlement Agreement

The Landlord and Tenant agree as follows:

1. The Tenant will pay the Landlord \$5,853.85 as follows:
  - a. \$800.00 per month by the last day of each month from May to November of 2020 (for seven months).
  - b. \$253.85 by the last day of December of 2020.
  - c. Payments will be made in cash to the Landlord.
2. If the Tenant fails to make a payment in accordance with the above, the full amount owing will become due and payable on the date of the failure and the Tenant will immediately pay the remainder of the \$5,853.85 that is outstanding.

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

The Landlord is issued a Monetary Order in the amount of \$5,853.85. If the Tenant fails to pay the Landlord in accordance with the above agreement, this Order must be served on the Tenant. If the Tenant does not comply with the Order, it may be filed in the Provincial Court (Small Claims) 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 *Act*.

Dated: May 11, 2020

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Residential Tenancy Branch