



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

For the tenant: MNSD FFT
For the landlords: MNDLS MNDCLS FFL

Introduction

This hearing was convened as a result of an Application for Dispute Resolution (application) from both parties seeking remedy under the *Residential Tenancy Act* (the Act). The landlords applied for a monetary order in the amount of \$20,658.18 for damage to the rental unit, site or property, for compensation for damage or loss under the Act, regulation or tenancy agreement, and to recover the cost of the filing fee. The tenant applied for a monetary order in the amount of \$2,660.00 for the return of their security deposit and pet damage deposit, and to recover the cost of the filing fee.

Landlord agent TD (agent) and tenant GG (tenant) attended the teleconference hearing. The parties gave affirmed testimony, were provided the opportunity to present their evidence orally and in documentary form prior to the hearing and make submissions to me.

The tenant confirmed that they did not serve the landlord with their application and as a result, the tenant's application was not considered at this hearing. I do not grant leave to reapply due to the mutually settled agreement, which I will describe further below.

Preliminary and Procedural Matters

At the outset of the hearing, the landlord requested to remove tenant AD from the landlord's application, which was done pursuant to section 64(3)(c) of the Act. The landlord stated that they reached a mutually settled agreement with tenant AD prior to the hearing and that as part of that mutually settled agreement, co-tenant AD has already surrendered the security deposit of \$1,272.50 and the pet damage deposit of

\$1,272.50. As a result, I have not considered either deposit in this decision as the landlord stated that both have already been surrendered by tenant AD.

Settlement Agreement

During the hearing, the parties agreed to settle all matters related to this tenancy, on the following conditions:

1. The parties agree that the tenant owes the landlords **\$7,600.00** and will repay that amount in 12 months via the following payments described in #2 below.
2. The parties agree that the tenant will pay the landlords **\$316.67** bi-weekly (every 2 weeks) beginning **June 1, 2020** by e-transfer and will continue until the full amount of \$7,600.00 has been paid in full. The parties confirmed the landlords' email address during the hearing for e-transfer purposes.
3. The landlords are granted a monetary order pursuant to section 67 of the Act in the amount of **\$7,600.00**, which will be of no force or effect if the amount owing has been paid by the tenant to the landlords in accordance with #2 above.
4. The parties agree to keep track of all payments made by the tenant to the landlords.
5. The parties agree that this mutually settled agreement represents a full and final settlement of all matters related to this tenancy.

This settlement agreement was reached in accordance with section 63 of the Act. The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the binding nature of this full and final settlement of these matters.

Conclusion

I order the parties to comply with the terms of their mutually settled agreement.

The landlords have been granted a monetary order pursuant to section 67 of the Act in the amount of \$7,600.00, which will be of no force or effect if the amount owing has been paid by the tenant to the landlords as required by #2 above.

This decision will be emailed to both parties.

The monetary order will be emailed to the landlords only for service on the tenant if enforcement is necessary.

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: May 14, 2020

Residential Tenancy Branch