



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL-S, FFL

Introduction

This hearing dealt with an Application for Dispute Resolution (the “Application”) that was filed by the Landlord under the *Residential Tenancy Act* (the “Act”), seeking:

- Unpaid rent and liquidated damages; and
- Recovery of the filing fee.

The hearing was convened by telephone conference call and was attended by the agent for the Landlord (the “Agent”), and the Tenant, both of whom provided affirmed testimony. The Tenant acknowledged receipt of the Notice of Dispute Resolution Proceeding Package, including a copy of the Application, and the Notice of Hearing, the Landlord’s documentary evidence, and an Amendment to the Application (the “Amendment”). As a result, the hearing proceeded as scheduled.

Preliminary Matters

During settlement discussions the Tenant requested an adjournment to seek legal advice. The Agent objected and stated that they wished the hearing to proceed as scheduled.

The Tenant’s request for an adjournment was primarily related to their failure to diligently review the documents sent to them by the Landlord prior to the hearing, including but not limited to the Amendment, wherein the Landlord increased the value of their monetary claim. As a result, I find that the need for an adjournment on the part of the Tenant arose due to either negligence or a lack of due diligence on their part. As a result, and pursuant to rule 7.8 and 7.9 of the Rules of Procedure, I denied the Tenant’s request for an adjournment and the hearing proceeded as scheduled.

Settlement

The opportunity for settlement was discussed with the parties during the hearing. The parties were advised on several occasions during the hearing that there is no obligation to resolve the dispute through settlement, but that pursuant to section 63 of the *Act*, I could assist the parties to reach an agreement, which would be documented in my Decision and any supporting orders.

During the hearing, the parties mutually agreed to settle this matter as follows:

1. The parties agree that the Tenant owes the Landlord \$4,200.00, which represents full and final settlement of all funds owed by the Tenant to the Landlord as a result of the tenancy.
2. Tenant agrees to pay the Landlord the \$4,200.00 owed in 10 equal payments, due on the first day of each month, starting September 1, 2020.
3. The Tenant agrees to make these payments to the Landlord named in the Application, by bank draft, either in person or by mail, using the address for the Landlord listed on the cover page for this decision.
4. The Tenant understands that a breach of this payment schedule will result in the full amount, or the balance thereof, becoming immediately due and payable to the Landlord.

This settlement agreement was reached in accordance with section 63 of the *Act*.

Conclusion

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

In support of the settlement described above, and with the agreement of the parties, I grant the Landlord a Conditional Monetary Order in the amount of **\$4,200.00**. Should the Tenant fail to comply with the payment schedule set out in the above mutual settlement agreement, this Conditional Monetary Order may be served on the Tenant. Should the Tenant fail to comply with the Conditional Monetary Order, it may be filed in the Small Claims division of 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: August 17, 2020

Residential Tenancy Branch