



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR

### Introduction

This hearing dealt with the landlord's application for dispute resolution under the Residential Tenancy Act (Act) for:

- a monetary order for unpaid rent.

The landlord, the landlord's agent and the tenant attended, the parties were affirmed, the hearing process was explained and they were given an opportunity to ask questions about the hearing process.

The parties acknowledged that since the landlord's application, filed on or about April 20, 2020, and prior to the hearing, the tenancy ended.

During a discussion on preliminary matters, the parties expressed a willingness to settle their differences. At that point, a mediated discussion ensued. The parties additionally agreed that I would record their settlement, as noted below.

### **Settlement and Conclusion**

During the hearing the parties reached a comprehensive settlement. Pursuant to section 63 of the Act, I record their agreement in this my Decision and resulting order. As the parties resolved matters by agreement, I make no findings of fact or law with respect to the landlord's claim.

The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of this matter. The terms of the settlement are as follows.

1. The parties agree that the tenant owed the amount of \$3,600 in unpaid rent at the end of the tenancy.
2. The tenant agree that the landlord will keep his security deposit of \$900 to partially offset the total amount owed.
3. The parties agree that the tenant owes a remaining balance of \$2,650, which accounts for the tenant's security deposit of \$900 and a payment of \$50 previously made;
4. The tenant agrees to make monthly payments of \$300 on the outstanding balance of \$2,650, beginning on September 16, 2020, and on the 16<sup>th</sup> day of each succeeding month thereafter until the amount of \$2,650 is paid in full.
5. The parties understand and agree that the landlord will be issued a monetary order in the amount of \$2,650 and the monetary order will not be enforceable as long as the tenant makes his full and timely monthly payments as agreed upon.
6. The parties understand and agree the monetary order will be enforceable if the tenant fails to make any payment of \$300 on the 16<sup>th</sup> day of each month, less the amount paid by the tenant under this payment plan.
7. The tenant agrees to make those payments to the landlord by email transfer.

This decision containing the parties' settled agreement 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 26, 2020