



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 in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for a monetary Order for money owed or compensation for damage or loss, for a monetary Order for unpaid rent, and to recover the fee for filing this Application for Dispute Resolution.

The Landlord stated that on September 04, 2020 the Dispute Resolution Package was served to the Tenant via email. The Tenant stated that he received these documents, via email, on September 26, 2020. As the Tenant acknowledged receiving these documents, I find that they have been served to him pursuant to section 71(2)(c) of the *Residential Tenancy Act (Act)*.

Issue(s) to be Decided

Is the Landlord entitled to compensation for damage to the rental unit and to compensation for unpaid rent?

Background and Evidence

As we were discussing service of evidence and the possibility of adjourning this hearing for the purpose of re-serving evidence, the parties both advised that they were interested in reaching a settlement agreement.

The Landlord and the Tenant mutually agreed to resolve all issues in dispute at these proceedings under the following terms:

- The Landlord will retain the Tenant's security deposit;
- The Tenant will pay \$6,525.00 to the Landlord;
- The Tenant will pay the aforementioned amount in monthly increments of \$400.00, with the final payment being only \$125.00;

- The monthly payments are due by the first day of each month, with the first payment due on January 01, 2020; and
- The Landlord will receive a monetary Order for \$6,525.00 which will only be enforceable if the Tenant misses any of the aforementioned monthly payments.

This agreement was summarized for the parties on at least two occasions and both parties clearly indicated that they agreed to resolve this dispute under these terms.

The parties both acknowledged that they understand they were not required to enter into this agreement and that they understood the agreement was final and binding.

Analysis

I find that all issues in dispute at these proceedings have been settled in accordance with the aforementioned settlement agreement.

Conclusion

On the basis of the aforementioned settlement agreement, the Landlord is granted a monetary Order for \$6,525.00. In the event the Tenant does not voluntarily comply with the payment schedule outlined in this decision, the monetary Order may be served on the Tenant, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

In the event this monetary Order is enforced through the Province of British Columbia Small Claims Court, both parties should expect that the monetary Order will be reduced by any payments made towards this debt by the Tenant.

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: December 14, 2020

Residential Tenancy Branch