



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding STERLING MANAGEMENT SERVICES LTD. AKA STERLING
MANAGEMENT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

MNSDB-DR, MNRL-S, FFL, FFT

Introduction:

This hearing was convened in response to cross applications.

The Landlord filed an Application for Dispute Resolution filed in which the Landlord applied for a monetary Order for unpaid rent, to retain the security deposit, and to recover the fee for filing this Application for Dispute Resolution.

The Agent for the Landlord stated that on September 30, 2020 the Dispute Resolution Package and evidence the Landlord submitted to the Residential Tenancy Branch in September of 2020 were sent to each Tenant, via registered mail. The female Tenant acknowledged receipt of these documents. The female Tenant stated that the documents were received by the male Tenant and that she is representing him at these proceedings. As the evidence was received by the Tenants, it was accepted as evidence for these proceedings.

The Tenants filed an Application for Dispute Resolution in which they applied the return of their security deposit and to recover the fee for filing this Application for Dispute Resolution.

The female Tenant stated that on September 28, 2020 the Dispute Resolution Package and evidence the Tenants submitted to the Residential Tenancy Branch in September of 2020 were sent to the Landlord, via registered mail. The Agent for the Landlord acknowledged receipt of these documents and the evidence was accepted as evidence for these proceedings.

Each participant affirmed that they would provide the truth, the whole truth, and nothing but the truth at these proceedings.

Issue(s) to be Decided:

Are the Tenants entitled to the return of security deposit?
Is the Landlord entitled to compensation for unpaid rent?

Background and Evidence:

After much discussion regarding the merits of each Application for Dispute Resolution, the female Tenant and the Agent for the Landlord mutually agreed to settle all issues in dispute at these proceedings under the following terms:

- The Landlord will retain the pet damage deposit and security deposit paid by the Tenants;
- The Tenants will pay the Landlord \$2,227.00;
- The Tenants will pay the first installment of \$250.00 by February 01, 2020;
- The Tenants will pay 7 additional monthly payments of \$250.00 by the first day of each subsequent month;
- The Tenants will pay the final installment of \$227.00 by October 01, 2020;
- The Landlord will receive a monetary Order for \$2,227.00; and
- The Landlord will only be able to enforce the monetary Order if the Tenants miss any of the aforementioned installment payments.

This agreement was summarized for the participants on at least two occasions. Both participants clearly indicated that they agreed to resolve all issues at the proceedings under the aforementioned terms.

The participants each acknowledged that they understood they were not required to enter into this agreement and that they were doing so of their own free will.

The participants each acknowledged that they understood the settlement agreement was final and binding.

Analysis:

All issues in dispute at these proceedings have been settled by mutual agreement, in accordance with the aforementioned settlement agreement.

Conclusion:

On the basis of the aforementioned settlement agreement, the Landlord is granted a monetary Order for \$2,227.00. This Order may only be enforced if the Tenants fail to pay any of the installments as set out in the agreement.

In the event the Tenants fail to meet any of the installment set out in the agreement, the

monetary Order may be served upon the Tenants, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

The parties should expect that the monetary Order will be reduced by any payments made toward this debt if it is enforced by the Province of British Columbia Small Claims Court.

This settlement agreement is recorded on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: January 14, 2021

Residential Tenancy Branch