



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding MELECTRA ENTERPRISES LTD  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNRL-S, MNDCL-S, FFL

### Introduction

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

- Recovery of unpaid rent;
- Compensation for monetary loss or other money owed;
- Retention of the security deposit; and
- Recovery of the filing fee.

The hearing was convened by telephone conference call and was attended by the agent for the corporate Landlord, who is also a co-owner of the property (the Agent), and the Tenants. All parties provided affirmed testimony.

### Preliminary Matters

The Agent disconnected from the teleconference suddenly and without notice part way through the hearing. The Tenants and I waited for the Agent to reconnect, at which point the hearing continued. No evidence, testimony, or submissions were accepted by me from the Tenants while waiting for the Agent to reconnect.

### 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 supporting Orders.

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

1. The parties agree that the Landlord can retain in full, the \$2,745.00 security deposit.
2. The parties agree that the Tenants owe the Landlord compensation, the exact amount of which is determined by the date payment is made, as follows:
  - a. If the Tenants pay the Landlord in full, within 30 days after the date of this decision, they owe the Landlord \$15,380.00.
  - b. If the Tenants do not pay the full amount of \$15,380.00 within 30 days after the date of this decision as set out above, the Tenants instead owe an increased amount of \$27,550.00, which is immediately payable, less any amounts already paid to the Landlord by the Tenants after the date and time of the hearing.
3. The parties agree that any amounts paid to the Landlord as set out above must be paid either by way of email money transfer using the email address noted for this purpose on the cover page for this decision, or by bank draft in the name of the Landlord, which can be mailed to the Landlord care of a third party, using the mailing address noted for this purpose on the cover page of this decision.
4. The parties agree that if a bank draft is mailed as set out above, it must be mailed using a method of delivery that has tracking, and that the Landlord must be provided with the tracking information and number within 24 hours of mailing.
5. The parties agree that this settlement agreement resolves all matters claimed by the Landlord in the Application, regardless of the amounts paid or the dates payments are made, and all matters relating to loss incurred by the Landlord as a result of the Tenants' end to the fixed-term tenancy.
6. The parties agree that this settlement agreement also constitutes full and final settlement of all matters relating to the tenancy, meaning that neither party is entitled to bring a subsequent claim against the other in relation to the tenancy, **only** if the Tenants comply with the payment schedule and amount set out under section 2(a) of this settlement agreement.
7. The parties agree that the Landlord will be provided with conditional Monetary Orders for the above noted amounts, which the Landlord only needs to serve on the Tenants if the Tenants fail to meet the payment obligations set out and agreed to in this settlement agreement.
8. The parties agree that the Tenants may be served with one or both of the above noted Monetary Orders, as applicable, by email at the email address noted for this purpose on the cover page of this decision.

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

### Conclusion

I order the parties to comply with the terms of the settlement agreement described above.

In support of the settlement agreement described above, and with the agreement of the parties, I grant the Landlord a conditional Monetary Order in the amount of **\$15,380.00**. This Order **must** be read in conjunction with the settlement agreement and the amount shown in this Monetary Order only applies if the Tenants make full payment of this amount within 30 days after the date of this decision.

In support of the settlement agreement described above, and with the agreement of the parties, I also grant the Landlord a conditional Monetary Order in the amount of **\$27,550.00**. This Order **must** be read in conjunction with the related mutual settlement agreement and the Landlord **must not** serve or seek to enforce this Order on the Tenants, unless the Tenants fails to meet the payment schedule set out in section 2(a) of the mutual settlement agreement.

The Landlord is provided with the above noted Monetary Orders in the above terms and should the Tenants fail to meet the payment conditions set out in the settlement agreement, the Tenants may be served with the applicable Monetary Order by the Landlord. Should the Tenants fail to comply with the Monetary Order served, the Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court. The Tenants are cautioned that costs of such enforcement may be recoverable from them by the Landlord.

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: January 19, 2021

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Residential Tenancy Branch