



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDL-S MNRL MNDCL-S FFL

Introduction

This hearing was convened as a result of the landlord's Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (Act). The landlord applied for a monetary claim of \$4,929.00 unpaid rent or utilities, damages to the rental unit, site or property, for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement, and to recover the cost of the filing fee.

An agent for the landlord, JD (agent) and JW, (tenant) attended the teleconference hearing. The parties gave affirmed testimony, were provided the opportunity to present their evidence orally and in documentary form prior to the hearing and make submissions to me. The tenant confirmed that they were representing both tenants at this proceeding.

Neither party raised any concerns regarding services issues. Words utilizing the singular shall also include the plural and vice versa where the context requires.

Preliminary and Procedural Matter

The email addresses of the parties were confirmed at the outset of the hearing. As a result, the decision will be emailed to the parties at the email addresses provided by the landlord in their application. The monetary order will only be emailed to the landlord for service on the tenants as necessary.

Issues to be Decided

- Is the landlord entitled to a monetary order under the Act?
- What should happen to the tenants' security deposit and/or pet damage deposit under the Act?

Settlement Agreement

During the hearing, the parties agreed to settle all matters related to this tenancy on the following conditions:

1. The tenants agree to repay the landlord the amount of **\$2,829.00** in full settlement of the landlord's claim.
2. The parties agree that the repayment of #1 above, will be structured in monthly payment commencing on **March 1, 2021** in the amount of **\$129.00** and thereafter payment will be made in the amount of **\$100.00** per month over the next 27 months until the total amount is repaid. Both parties agree to keep a record of all payments.
3. The tenants agree to provide the first payment by electronic transfer to the landlord on **March 1, 2021** and to provide 27 post-dated cheques in the amount of \$100.00 for the first day of each month thereafter.
4. The tenants agree that in the event that any of the cheques provided are not honoured by their financial institution they will immediately pay the outstanding amount plus any charge applied by the landlord's financial institution to the landlord's account for the dishonoured cheque.
5. The tenants will have the right to pre-pay the agreed amount at any time and the landlord, upon receipt of the pre-payment, will return any post-dated cheques remaining after the full amount of \$2,829.00 has been repaid.
6. The parties agree that this mutually settled agreement represents a full and final settlement of all matters related to this tenancy.
7. The parties agree that the landlord shall be granted a monetary order pursuant to section 67 of the Act in the amount of **\$2,829.00**, which the landlord agrees not to enforce as long as the tenants comply with #1 to #5 above.

This settlement agreement was reached in accordance with section 63 of the Act. The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the binding nature of this full and final settlement of these matters.

Conclusion

I order the parties to comply with the terms of their settled agreement, pursuant to section 62 of the Act.

The landlord has been granted a monetary order in the amount of \$2,829.00. Should the landlord require enforcement of this order, it must be first served on the tenants by the landlord and may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

The parties confirmed their understanding that while they voluntarily formed this mutual agreement that the agreement is final and binding under the Act.

This decision will be emailed to both parties. The monetary order will be emailed to the landlord for service on the tenant, if necessary.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: March 4, 2021

Residential Tenancy Branch