



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Proline Management Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDCL-S, MNRL-S, FFL

Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act"), for a monetary order for damage or compensation for damage under the Act of \$1,904.14; for a monetary order for unpaid rent in the amount of \$5,650.00, retaining the security deposit for these claims; and to recover the \$100.00 cost of their Application filing fee.

The Tenant, T.W., and an agent for the Landlord, K.D. ("Agent"), appeared at the teleconference hearing and gave affirmed testimony. I explained the hearing process to the Parties and gave them an opportunity to ask questions about the hearing process.

During the hearing the Tenant and the Agent were given the opportunity to provide their evidence orally and to respond to the testimony of the other Party. I reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch ("RTB") Rules of Procedure ("Rules"); however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Neither Party raised any concerns regarding the service of the Application for Dispute Resolution or the documentary evidence. Both Parties said they had received the Application and/or the documentary evidence from the other Party and had reviewed it prior to the hearing.

Preliminary and Procedural Matters

The Landlord provided the Parties' email addresses in the Application and the Parties confirmed their addresses in the hearing. They also confirmed their understanding that the Decision would be emailed to both Parties and any Orders sent to the appropriate Party.

At the outset of the hearing, I advised the Parties that they are not allowed to record the hearing, and that anyone who was recording it was required to stop immediately.

Settlement Agreement

During the hearing, the Parties negotiated and agreed to settle these matters on the following conditions:

1. The Landlord agrees to withdraw their application in full, as part of this mutually settled agreement.
2. The Parties agree that the Tenants owe the Landlord a total of \$3,935.99, less the Tenant's \$1,100.00 security deposit, which the Landlord is authorized to retain in partial satisfaction of the amount owed to the Landlord by the Tenants.
3. The Parties agree to committing to work together toward creating a Payment Plan for the net amount owing of \$2,835.99, which is acceptable to both Parties in terms of a monthly amount and duration. The Parties agreed to draft a final Payment Plan within 30 days of the date of this Settlement Agreement.
4. The Landlord is granted a Monetary Order of \$2,835.99 for the net amount owing by the Tenants to the Landlord, as of the date of this Settlement Agreement. The Monetary Order may only be enforced if the Tenants do not abide by the Payment Plan that the Parties negotiated, pursuant to clause 3 above.
5. The Parties agree that the Tenants may pay this debt off or a portion of the debt ahead of time with no associated penalty from the Landlord.
6. The Parties agree that the Tenants will be given a receipt for each payment they make pursuant to the Payment Plan.
7. The Parties agree that they entered into this Agreement completely voluntarily.

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.

These particulars comprise the full and final settlement of all aspects of this dispute for both Parties. Both Parties affirmed at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both Parties affirmed that they

understood and agreed that the above terms are legal, final, binding, and enforceable, which settle all aspects of this dispute.

Conclusion

This matter was resolved by way of a mutually settled agreement. In recognition of this Settlement Agreement and based on the above, I hereby dismiss the Landlord's Application wholly, without leave to reapply.

In addition, in support of the Settlement described above, and with agreement of both Parties, I grant the Landlord a conditional **Monetary Order** to serve and enforce upon the Tenant, if necessary. This Order must be served on the Tenants, if the Tenants fail to adhere to the terms of the Settlement Agreement and/or the Payment Plan negotiated by the Parties subsequent to this Settlement Agreement.

I Order the Parties to comply with their Settlement Agreement described above.

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: June 01, 2021

Residential Tenancy Branch