



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Megen Properties Ltd. and [tenant
name suppressed to protect privacy]

DECISION

Dispute Codes MNR-S, MND-S, FF

Introduction

This hearing convened by teleconference on October 18, 2021, to deal with the landlord's application for dispute resolution seeking remedy under the *Residential Tenancy Act (Act)* for:

- a monetary order for unpaid rent;
- compensation for alleged damage to the rental unit by the tenant;
- authority to keep the tenants' security deposit to use against a monetary award; and
- to recover the cost of the filing fee.

The landlord's agent and the tenant attended, the parties were affirmed, the hearing process was explained, and they were given an opportunity to ask questions about the hearing process. Both parties affirmed they were not recording the hearing.

During a discussion on preliminary matters, the parties agreed to discuss a settlement of the matter. The parties additionally agreed that I would record their settlement, as noted below.

Settlement and Conclusion

During the hearing the parties reached a settlement. Pursuant to section 63 of the Act, I record their agreement in this my Decision and resulting order. As the parties resolved matters by agreement, I make no findings of fact or law with respect to the landlord's claim.

The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of this matter. The terms of the settlement are as follows.

1. The tenant agrees with, and that he owes, the amount of the landlord's adjusted monetary claim of \$23,000.00, which takes into account the landlord's deduction of the tenants' security deposit and to include the filing fee.
2. The tenant agrees to make monthly payments of \$2,300.00 on the amount of \$23,000.00, beginning on November 15, 2021, and the 15th day of each succeeding month thereafter until the amount of \$23,000.00 is paid in full.
3. The parties understand and agree that the landlord will be issued a monetary order in the amount of \$23,000.00 and the monetary order will not be enforceable as long as the tenant makes full and timely monthly payments as agreed upon.
4. The parties understand and agree the monetary order will be enforceable if the tenant fails to make any payment of \$2,300.00, on the 15th day of each month, **less any amount paid by the tenant under this payment plan.**

This settlement agreement was reached in accordance with section 63 of the Residential Tenancy Act. The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the Act. Should either party violate the terms of this settled agreement, the tenancy agreement, or the Act, it is open to the other party to take steps under the Act to seek remedy.

This decision containing the parties' settled agreement is final and binding on the parties and 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: October 18, 2021

Residential Tenancy Branch