



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL 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 \$2,727.31 plus the filing fee, for unpaid rent or utilities.

The landlord and the tenant and an interpreter for the tenant, KB (interpreter) 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 had received and had the opportunity to review documentary evidence from the landlord. The tenant also confirmed that they did not serve any documentary evidence on the landlord. As a result, I find the tenant was sufficiently served under the Act. Words utilizing the singular shall also include the plural and vice versa where the context requires.

Preliminary and Procedural Matters

The parties were informed at the start of the hearing that recording of the dispute resolution is prohibited under the Residential Tenancy Branch (RTB) Rules of Procedure (Rules) Rule 6.11. The parties were also informed that if any recording devices were being used, they were directed to immediately cease the recording of the hearing. In addition, the parties were informed that if any recording was surreptitiously made and used for any purpose, they will be referred to the RTB Compliance Enforcement Unit for the purpose of an investigation under the Act. Neither party had any questions about my direction pursuant to RTB Rule 6.11.

In addition, the parties confirmed their respective email addresses at the outset of the hearing and stated that they understood that the decision would be emailed to them.

Issues to be Decided

- Is the landlord entitled to a monetary order under the Act?
- If yes, is the landlord also entitled to the recover of the cost of the filing fee 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 parties agree that the tenant owes the landlord **\$2,659.66** in unpaid rent plus the filing fee.
2. The tenant agrees to pay the landlord via e-transfer to the landlord's email, which was confirmed during the hearing and is included on the style of cause for ease of reference as follows until paid in full:
 - A. \$500.00 on December 30, 2021**
 - B. \$500.00 on January 30, 2022**
 - C. \$500.00 on February 28, 2022**
 - D. \$500.00 on March 30, 2022**
 - E. \$500.00 on April 30, 2022**
 - F. \$159.66 on May 30, 2022**
3. The landlord is granted a monetary order in the amount of **\$2,659.66** pursuant to section 67 of the Act, which will be of no force or effect if the tenant pays the landlord in accordance with #2 above.
4. The landlord withdraws their application in full as part of this mutually settled agreement.
5. The parties agree that this mutually settled agreement represents a full and final settlement of all matters related to this tenancy.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy 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 mutually settled agreement, pursuant to section 63 of the Act.

The landlord has been granted a monetary order in the amount of \$2,659.66. Should the landlord require enforcement of this order, it must be first served on the tenant 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.

Should the landlord require enforcement of the monetary order, the tenant is reminded that they can be held liable for all costs related to enforcing the monetary order.

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: December 3, 2021

Residential Tenancy Branch