



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDL-S MNRL-S

Introduction

This hearing was convened as a result of the landlords' Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (Act). The landlords applied for a monetary claim of \$2,040.00 for damages to the unit, site or property, for unpaid rent or utilities and to retain any amount owing from the tenant's security deposit.

The landlords and the 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 parties confirmed that other than black and white photos, which were excluded for both parties as they did not match the colour photos submitted to the Residential Tenancy Branch (RTB), the parties received and reviewed the documentary evidence from the other party. The parties also confirmed that they had the opportunity to review the documentary evidence. As a result, I find the parties were 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 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

- Are the landlords entitled to a monetary order under the Act?
- What should happen to the tenant's security 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 parties agree that the landlords may retain the tenant's full security deposit of \$600.00, which has accrued \$0.00 in interest.
2. The parties agree that the tenant will pay the landlords **\$1,200.00** as follows:
 - A. \$400.00 on January 31, 2022**
 - B. \$400.00 on February 28, 2022**
 - C. \$400.00 on March 31, 2022**The parties confirmed the email address for the purposes of e-transfer payments and the password during the hearing. For ease of reference, the email address for the landlord has been included on the style of cause.
3. The landlords are granted a monetary order in the amount of **\$1,200.00** pursuant to section 67 of the Act. The monetary order will be of no force or effect if the tenant pays the landlords in full as per 2 above.
4. 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 settled agreement, pursuant to section 62 of the Act.

The landlords have been granted a monetary order in the amount of \$1,200.00. Should the landlords require enforcement of this order, it must be first served on the tenant by the landlords 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 landlords 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: January 24, 2022

Residential Tenancy Branch