



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDL-S, MNDCL-S, MNRL-S, FFL

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Landlord on January 14, 2021 (the “Application”). The Landlord applied as follows:

- For compensation for damage
- For compensation for monetary loss or other money owed
- To recover unpaid rent
- To keep the security deposit
- To recover the filing fee

This is a review hearing.

This matter came before me November 08, 2021 and March 10, 2022, and Interim Decisions were issued November 08, 2021 and March 11, 2022. This decision should be read with the Interim Decisions.

The Landlord appeared at the hearing with V.R. as a witness. I did not hear from V.R. because the parties came to a settlement agreement.

The Tenants appeared at the hearing with V.M. and X.Z., their advocates. The Tenants did not seek to call witnesses at the hearing.

I explained the hearing process to the parties. I told the parties they are not allowed to record the hearing pursuant to the Rules of Procedure (the “Rules”). The Tenants, Landlord and V.R. provided affirmed testimony.

There was no issue that there was a tenancy agreement between the parties.

The advocates for the Tenants asked at the start of the hearing to address settlement. Given this, I raised the possibility of settlement pursuant to section 63(1) of the *Residential Tenancy Act* (the “*Act*”) which allows an arbitrator to assist the parties to settle the dispute.

I explained the following to the parties. Settlement discussions are voluntary. If they discussed settlement but could not come to an agreement this was fine, I would hear and decide the matter. If they did come to an agreement, I would write the agreement out in my written decision which would become a final and legally binding agreement between the parties which they could not change their mind about later.

The Landlord had offered a settlement option at the hearing on March 10, 2022, and the advocates for the Tenants stated that the Tenants are willing to accept the offer. The Landlord confirmed the offer was still an option.

Prior to ending the hearing, I confirmed the terms of the settlement agreement with the parties. I confirmed all issues have been covered. The parties confirmed they are agreeing to the settlement voluntarily.

Settlement Agreement

The Landlord and Tenants agree as follows:

1. The Tenants will pay the Landlord \$8,960.72 over a 12-month period with the following conditions:
 - a. The Tenants will pay the Landlord installments which will be a minimum of \$746.73 for the first 11 months and \$746.69 for the 12th month.
 - b. The Tenants will pay the installments by the first day of each month.
 - c. If the Tenants fail to pay an installment as required, the total remaining amount owing becomes due immediately upon the failure and the Landlord can enforce the Monetary Order immediately to recover the total remaining amount owing.

2. The Landlord can keep the \$775.00 security deposit, which is in addition to the above payment.
3. The Tenants confirm they can be served at the street addresses and email addresses noted on the front page of this decision.

This agreement is fully binding on the parties and is in full and final satisfaction of this dispute.

The Landlord is issued a Monetary Order in the amount of \$8,960.72. This Order must be served on the Tenants and, if the Tenants do not comply with the Order, it may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

It was not discussed during the hearing when the first payment would be made. Given the hearing was March 31, 2022, and this decision is being issued April 01, 2022, I order pursuant to section 62(3) of the *Act* that the first payment be made no later than May 01, 2022. I issue this order to give effect to the settlement agreement between the parties and to clarify the obligations of the Tenants.

Conclusion

The Application is dealt with by way of settlement as outlined above. Given this, the original decision and order issued May 17, 2021 are set aside.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Act*.

Dated: April 01, 2022

Residential Tenancy Branch