



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCL MNRL-S 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 \$3,500.00 for unpaid rent or utilities, for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement, to retain the security deposit towards any amount owing, and to recover the cost of the filing fee.

The landlord, an agent for the landlord, FY (agent), 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 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 confirmed their respective email addresses at the outset of the hearing and stated that they understood that the decision would be emailed to them.

During the hearing, the tenant provided their forwarding address, which had not been provided since the tenants vacated the rental unit on September 30, 2021. The tenant's written forwarding address has been included on the cover page of this decision for ease of reference.

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?
- What should happen to the tenants' security deposit under the Act?

Settlement Agreement

During the hearing, the parties agreed to these matters on the following conditions:

1. The parties agree that the tenants surrender their full security deposit of \$900.00 including \$0.00 in interest to the landlord and that the tenants owe a balance to the landlord in the amount of **\$2,600.00** to be paid pursuant to #2 below.
2. The tenants agree to pay the landlord via e-transfer to the landlord's email, which was confirmed during the hearing and is included on the cover page of this decision, on the last day of each month starting **May 2022** until the full amount of **\$2,600.00** has been paid in full.
3. The landlord withdraws their application in full as part of this mutually settled agreement.
4. The landlord is granted a monetary order in the amount of **\$2,600.00** pursuant to section 67 of the Act, which will be of no force or effect if the tenants pay the landlord in accordance with #2 above.
5. The parties agree that this mutually settled agreement is enforceable under the Act.

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.

I ORDER the parties to comply with the terms of their mutually settled agreement, pursuant to sections 62(3) and 63 of the Act.

Conclusion

The parties have been ordered to comply with the terms of their mutually settled agreement, pursuant to sections 62(3) and 63 of the Act.

The landlord has been granted a monetary order in the amount of \$2,600.00. Should the landlord require enforcement of this order, it must be first served on the tenants 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 tenants, if necessary.

Should the landlord require enforcement of the monetary order, the tenants are 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: May 11, 2022

Residential Tenancy Branch