



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNRL-S MNDCL-S FFL

### 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 landlord has claimed for \$4,310.25, comprised of \$1,200 for unpaid January 2022 rent, \$3,010.25 in supreme court fees and bailiff costs, and \$100 for the filing fee.

The tenant and two agents for the landlord, AG and JG (agents) attended the teleconference hearing. The parties were affirmed, and the hearing process was explained to the parties. The opportunity to ask questions was provided to both parties. 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 receiving the documentary evidence package from the other party and that they had the opportunity to review the documentary evidence prior to the hearing. I find the tenant was sufficiently served in accordance with the Act as a result. The tenant confirmed that they did not serve the landlord with their documentary evidence and as a result, the tenant's documentary evidence was excluded in full as it was not served in accordance with the Residential Tenancy Branch (RTB) Rules of Procedure (Rules).

### 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 the parties. Words utilizing the singular shall also include the plural and vice versa where the context requires.

### 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 **\$3,710.25**, which includes the tenant surrendering their security deposit.
2. The parties agree that the amount owing by the tenant to the landlord of \$3,710.25 will be paid **via monthly minimum payments of \$40 on the third (3<sup>rd</sup>) Wednesday of each month, commencing on October 19, 2022 by e-transfer and continuing on the 3<sup>rd</sup> Wednesday of each subsequent month until the full amount has been paid.** The landlord's email address for the e-transfer was confirmed by the parties and has been included on the cover page of this Decision.
3. The landlord is granted a monetary order pursuant to section 67 of the Act in the amount of **\$3,710.25, which will be of no force or effect if the tenant complies with 2 above in full and all payments are made by the tenant.**
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 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 all matters related to this tenancy.

**I ORDER** the parties to comply with their mutually settled agreement as described above pursuant to section 62(3) of the Act.

### Conclusion

This matter was resolved by way of a mutual agreement pursuant to section 63 of the Act.

The parties have been ordered as noted above.

The landlord has been granted a monetary order pursuant to section 67 of the Act in the amount of \$3,710.25, which will be of no force or effect if the tenant complies with 2 above and all payments are made by the tenant. Should the landlord require enforcement of the monetary order, the landlord must first serve the tenant with the monetary order along with a demand letter, and then the monetary order may be filed in

the Provincial Court (Small Claims Division) and enforced as an order of that court. The tenant could be held liable for all enforcement costs if the tenant does not comply with the monetary order.

This Decision will be emailed to both parties. The monetary order will be emailed to the landlord only 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: October 3, 2022

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Residential Tenancy Branch