



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDL-S, MNDCL-S, FFL

Introduction and Preliminary Matters

On December 20, 2021, the Landlord made an Application for a Dispute Resolution Proceeding seeking a Monetary Order for compensation pursuant to Section 67 of the *Act* (the “*Act*”), seeking to apply the security deposit and pet damage deposit towards these debts pursuant to Section 67 of the *Act*, and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

This hearing was the final, reconvened hearing from the original Dispute Resolution hearing set for July 26, 2022. This hearing was adjourned as per my Interim Decision dated July 26, 2022. The final, reconvened hearing was then set down to be heard on December 8, 2022, at 9:30 AM.

Both the Landlord and the Tenant attended the final, reconvened hearing. At the outset of this hearing, I informed the parties that recording of the hearing was prohibited, and they were reminded to refrain from doing so. As well, all parties in attendance provided a solemn affirmation.

Prior to the Dispute Resolution process commencing, the parties advised that they had discussed a full and final settlement agreement. The parties were able to reach an agreement and I have recorded the terms of agreement by way of this Decision and the conditional Monetary Order that accompanies it.

Settlement Agreement

The parties raised the possibility of settlement pursuant to Section 63(1) of the *Act*

which allows an Arbitrator to assist the parties to settle the dispute. I explained to the parties that settlement discussions are voluntary, that if they chose not to discuss settlement I would make a final and binding Decision on the matter, and that if they chose to discuss settlement and did not come to an agreement, that I would make a final and binding Decision on the matter.

I advised the parties that if they did come to an agreement, I would write out this agreement in my written Decision and make any necessary Orders. I also explained that the written Decision would become a final and legally binding agreement. The parties did not have questions about discussing a settlement when asked.

The parties reached the following full and final settlement agreement during the hearing:

1. The Tenant must pay to the Landlord the total amount of **\$3,000.00**.
2. This amount must be paid in bi-weekly installments of **\$200.00**, starting on December 15, 2022, by e-transfer until exhausted. Future payments of \$200.00 will be paid on the last day of each month, and then the 15th day of each month.
3. The Tenant is permitted to make lump sum payments to be applied to the total debt outstanding.
4. Should the Tenant not comply with conditions one to three of this settlement, a conditional Monetary Order will be awarded to the Landlord in the amount of **\$3,000.00**. Should the Tenant pay a portion of this amount, only the amount outstanding will be enforceable.
5. In addition, the Landlord is also permitted to retain the security deposit and pet damage deposit.
6. The parties agreed that fulfilment of these conditions would amount to full and complete satisfaction of this dispute.

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 they understood the binding nature of this full and final settlement of this dispute.

Conclusion

The parties reached a full and final settlement agreement in resolution of their dispute. I have recorded the terms of settlement in this Decision, and in recognition of the

settlement agreement, the Landlord is provided with a conditional Monetary Order in the amount of **\$3,000.00** to serve and enforce upon the Tenant, if necessary. The Order must be served on the Tenant by the Landlord. Should the Tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court. This Order will be enforceable only in the amount that remains outstanding.

This Decision 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 8, 2022

Residential Tenancy Branch