



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL-S, FFL

Introduction

The Landlord seeks the following relief under the *Residential Tenancy Act* (the “Act”):

- a monetary order pursuant to ss. 38 and 67 for unpaid rent by claiming against the security deposit; and
- return of its filing fee pursuant to s. 72.

This matter had been originally scheduled for hearing on August 11, 2022 but was adjourned to today’s date.

S.D. appeared as agent for the Landlord. J.D. appeared as the Tenant.

The parties affirmed to tell the truth during the hearing. I advised of Rule 6.11 of the Rules of Procedure, in which the participants are prohibited from recording the hearing. I further advised that the hearing was recorded automatically by the Residential Tenancy Branch.

Parties’ Settlement

Pursuant to section 63 of the *Act*, I may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order. During the hearing, the parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute.

The parties were advised that they were under no obligation to enter into a settlement agreement. Both parties agreed to the following settlement on all issues in dispute in this application:

1. The Tenant agrees to pay the Landlord \$1,410.00 in satisfaction of the monetary claim. The Landlord shall retain the security deposit of \$705.00 in partial satisfaction of the total amount owed by the Tenant.
2. Beginning in January 2023 and continuing for the following eight months, the Tenant shall pay the balance of \$705.00 owed by making monthly payments of \$88.12 to the Landlord.
3. If the Tenant fails to make a monthly payment, then the balance left owing at the time of default shall become due in full.

I confirmed each detail of the settlement with the Landlord and the Tenant. Both parties confirmed having understood each term of the agreement and acknowledged it represented a full, final, and binding settlement of this dispute.

Since the parties were able to agree to settle their dispute, I find that the Landlord shall bear its own costs for its application. Its claim for return of their filing fee is dismissed without leave to reapply.

Pursuant to the parties' settlement, I grant the Landlord a monetary order pursuant to the terms set out above. If the Tenant does not comply with the monetary order, it may be filed by the Landlord with the Small Claims Division of the Provincial Court and enforced as an order of that Court.

I make no findings of fact or law with respect to this dispute. Nothing in this settlement agreement is to be construed as a limit on either parties' entitlement to compensation or other relief to which they may be entitled to under the *Act*.

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 19, 2022

Residential Tenancy Branch