



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes MNDL-S, FFL

Introduction and Preliminary Matters

On May 9, 2022, the Landlord made an Application for Dispute Resolution seeking a Monetary Order for compensation pursuant to Section 67 of the *Residential Tenancy Act* (the “Act”), seeking to apply the security deposit towards that debt pursuant to Section 67 of the *Act*, and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

On May 18, 2022, this Application was originally set down to be heard on January 19, 2023, at 1:30 PM. This Application was subsequently adjourned, for reasons set forth in the Interim Decisions dated January 20, 2023. This Application was then set down for a final, reconvened hearing on May 11, 2023, at 11:00 AM.

F.K. attended the final, reconvened hearing as an agent for the Landlord, and the Tenant attended the hearing as well. At the outset of the hearing, I explained to the parties that as the hearing was a teleconference, none of the parties could see each other, so to ensure an efficient, respectful hearing, this would rely on each party taking a turn to have their say. As such, when one party is talking, I asked that the other party not interrupt or respond unless prompted by myself. Furthermore, if a party had an issue with what had been said, they were advised to make a note of it and when it was their turn, they would have an opportunity to address these concerns. The parties were also informed 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.

Despite a previous Decision indicating that these claims have possibly been addressed already, the parties indicated that they had agreed to settle these matters, and would simply like the terms of their settlement formalized.

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 parties agreed that the Tenant owed the Landlord an amount equivalent to **\$7,907.89**, and that **\$2,672.00** of this amount had already been paid. As such, an outstanding balance of **\$5,235.89** was still outstanding.
2. The Tenant must pay to the Landlord the amount of **\$1,000.00** on May 25, 2023.
3. The Tenant must pay to the Landlord the amount of **\$1,000.00** on June 15, 2023.
4. The Tenant must pay to the Landlord the amount of **\$1,000.00** on July 15, 2023.
5. The Tenant must pay to the Landlord the amount of **\$1,000.00** on August 15, 2023.
6. The Tenant must pay to the Landlord the amount of **\$1,000.00** on September 15, 2023.
7. The Tenant must pay to the Landlord the amount of **\$235.89** on October 15, 2023.
8. Should the Tenant not comply with any or all of these conditions, a conditional Monetary Order will be awarded to the Landlord in the amount of **\$5,235.89**. Only the amount unpaid by the Tenant will be enforceable.
9. 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. The parties agreed that they are now precluded from making

any further Applications against the other party with respect to this tenancy.

Conclusion

The parties reached a full and final settlement agreement in resolution of this 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 **\$5,235.89** 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 only be enforceable in the amount that remains unpaid by the Tenant.

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: May 11, 2023

Residential Tenancy Branch