



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes MNRL-S MNDCL-S FFL

Introduction

This dispute relates to a landlord's Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (Act) for the following:

1. \$15,084 monetary claim for loss of rent due to a breach of a fixed-term tenancy and loss of rent differential plus the filing fee,
2. Retain security deposit with interest towards any amount owed.

The parties 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. Both parties were given the opportunity to ask questions during the hearing.

After service was addressed, the hearing continued. Words utilizing the singular shall also include the plural and vice versa where the context requires.

Preliminary and Procedural Matter

The parties confirmed their respective email addresses and were advised that that the decision would be sent by email.

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 tenants will surrender their full security deposit including interest of \$2,513.75 towards \$7,500 owing to the landlord.
2. The landlord is granted a monetary order in the amount of \$4,986.25 for the balance owing by the tenants, **which will have no force or effect if** the tenants pay the landlord in accordance with 3 below and the landlord successfully deposits the full amount of \$4,986.25.
3. The parties agree that the tenant will pay the landlord via two installments as follows:
 - A. First payment by May 31, 2023 by 5:00 p.m. of \$2,493.13
 - B. Second payment by June 30, 2023 by 5:00 p.m. of \$2,493.13.The parties confirmed the landlord's e-transfer email address which is listed on the cover page of this decision for ease of reference.
4. The landlord withdraws their application in full as part of this mutually settled agreement.
5. The parties understand that pursuant to section 63 of the Act, that they understand that this mutually settled agreement is enforceable under the Act.
6. 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 these matters.

Pursuant to section 62(3) of the Act, I make the following order:

I ORDER the parties to comply with their mutually settled agreement described above.

The filing fee was waived by the landlord during the hearing.

Conclusion

The parties have been ordered to comply with the terms of their mutually settled agreement described above.

The landlord has been granted a monetary order in the amount of \$4,986.25 which will be of no force or effect if the amount owing has been paid as described above. If the tenants do not pay the amount as described above, this order must be served on the

tenants by the landlord and may be filed in the British Columbia Provincial Court, Small Claims Division, and enforced as an order of that court.

This decision will be emailed to both parties.

The monetary order will be emailed to the landlord only for service on the tenant only 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: May 2, 2023

Residential Tenancy Branch