

## **DECISION**

### **Introduction**

This hearing dealt with the Landlord's Application under the *Residential Tenancy Act* (the Act) for:

- a Monetary Order for unpaid rent
- authorization to retain all or a portion of the Tenant's security deposit in partial satisfaction of the Monetary Order requested
- authorization to recover the filing fee for this application from the Tenant

During the hearing the parties were offered an opportunity to settle their dispute and reached an agreement on all issues.

### **Analysis**

Under section 63 of the Act, the Arbitrator may assist the parties to settle their dispute

Both voluntarily parties agreed to the following terms of a final and binding settlement:

1. The Tenant's collectively owe \$13,350.00 for unpaid rent for this tenancy. Each Tenant takes the following responsibility for their individual portion of the unpaid rent:
  - a. Tenant O.F. owes \$9750.00 to the Landlord for unpaid rent
  - b. Tenant B.D. owes \$3600.00 to the Landlord for unpaid rent
2. The Landlord will retain \$1000.00 from the security deposit in full and final satisfaction of their losses resulting from the end of this tenancy
3. The remaining balance of the security deposit, plus interest, for a total of \$1731.89, will be credited towards the Tenant's unpaid rent balance of \$13,350.00.
4. The security deposit of \$1731.89 will be credited to each individual's assumed portion of the unpaid rent equally, as follows:
  - a. Tenant O.F. is credited \$865.95 towards their owing balance of unpaid rent
  - b. Tenant B.D. is credited \$865.94 towards their owing balance of unpaid rent
5. After the application of the security deposit of \$1731.89 to the total unpaid rent balance, the total amount due for unpaid rent for this tenancy is \$11,618.11. The Landlord is granted a monetary order for this amount

6. After the application of their portion of the security deposit of \$865.95, Tenant O.F.'s total portion of rent due to be paid to the Landlord is \$8884.05
  - a. Tenant O.F. will pay the balance via a payment plan, with a minimum payment of \$300.00 per month due to the Landlord, until such time as the balance of \$8884.05 has been paid in full
7. After the application of their portion of the security deposit of \$865.94, Tenant B.D.'s total portion of rent due to be paid to the Landlord is \$2732.06
  - a. Tenant B.D. will pay their unpaid rent balance via a payment plan, with a minimum payment of \$100.00 per month due to the Landlord, until such time as the balance of \$2732.06 has been paid in full
8. If either of the Tenant's fail to make their minimum monthly payment towards the unpaid rent balance to the Landlord, the Landlord may seek enforcement of the Monetary Order against both Tenant's, who are jointly and severally liable for the total balance of \$11,618.11
9. Both parties agreed that these terms are the full settlement of all aspects of the Landlord's current application for dispute resolution.

## **Conclusion**

In order to give effect to the above settlement reached between the parties, I make the following Orders.

I Order the Landlord to retain the full balance of the security deposit, plus interest.

I grant a Monetary Order in the Landlord's favour in the amount of **\$11,618.11**

The Landlord must serve the Tenant with this Order as soon as possible. The parties have agreed to service by email, to the email addresses for service listed on the cover page of this decision.

I Order Tenant O.F. to pay a minimum of \$300.00 to the Landlord each month, until the balance of \$8884.05 is paid to the Landlord in full.

I Order Tenant B.D. to pay a minimum of \$100.00 to the Landlord each month, until the balance of \$2732.06 is paid to the Landlord in full.

If one or both of the Tenant's fail to make a payment towards the unpaid rent balance each month, this Monetary Order may be filed and enforced in the Provincial Court of British Columbia (Small Claims Court).

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under section 9.1(1) of the Act.

Dated: May 26, 2025

---

Residential Tenancy Branch