



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding ROYAL LEPAGE DOWNTOWN REALTY LTD.  
and [tenant name suppressed to protect privacy]

## DECISION

Dispute Codes      OPR, MNR, MNSD, FF, O

### Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution made by the tenant and the landlords. The landlords applied for an Order of Possession and a Monetary Order for unpaid rent or utilities, to keep all or part of the pet damage or security deposit and to recover the filing fee for the cost of the application from the tenant. The tenant applied for other issues to dispute the unpaid rent amount the landlords' were requesting in their application from the tenant.

The landlord and tenant served each other with a copy of their application and a copy of the Notice of Hearing documents by registered mail and in person respectively. Both parties confirmed receipt of the documents and based on this I am satisfied that the documents were served in accordance with the requirements of the *Residential Tenancy Act* (the "Act").

An agent for the landlord and the tenant attended the conference call hearing. At the start of the hearing the landlord and tenant confirmed that the tenant had left the rental unit and therefore the landlord withdrew his portion of the application requesting an Order of Possession.

### Analysis & Conclusion

Pursuant to section 63 of the *Residential Tenancy Act*, the Arbitrator 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, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Both parties **agreed** to settle their respective disputes in full under the following terms:

1. The tenant and landlord agreed to settle their disputes in full with the tenant agreeing to pay \$2,500.00.
2. The tenant agrees that the landlord can keep the security deposit in partial satisfaction of the above agreed amount, leaving an outstanding balance payable by the tenant to the landlord in the amount of **\$1,800.00**.
3. The tenant agrees to make continuous and consistent monthly payments of \$200.00 until the full amount of \$1,800.00 is paid off.
4. The landlord agreed that **if** the tenant makes all the payments on time, being \$200.00 paid each month, then the tenant will only need to pay \$1,200.00.
5. The tenant agreed that if she misses any payments, being failure to make a monthly payment, then she will be required to pay \$1,800.00.
6. The tenant agreed to the landlord being issued with a Monetary Order in the amount of \$1,800.00, which the landlord can enforce **if** the tenant fails to make this payment.

Both parties are cautioned to keep detailed written records of any transactions that are made with regards to the above terms of the agreement.

For the reasons set out above, I hereby grant the landlords a monetary order in the amount of **\$1,800.00**.

This order is final and binding on the parties and may be enforced.

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: September 27, 2013

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Residential Tenancy Branch

