



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding REMAX MANAGEMENT SOLUTIONS
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNR, MNSD, MNDC, FF

Introduction

This hearing was convened by way of conference call in response to the Landlord's Application for Dispute Resolution (the "Application") filed on April 7, 2017 for a Monetary Order for: damage to the rental unit; for unpaid rent and utilities; for money owed or compensation for damage or loss under the *Residential Tenancy Act* (the "Act"), regulation or tenancy agreement; to keep the Tenant's security deposit; and, to recover the filing fee from the Tenant.

An agent for the Landlord (the "Landlord") and the Tenant appeared for the hearing and provided affirmed testimony. The Tenant confirmed receipt of the Landlord's Application and the Landlord's documentary evidence. The Tenant confirmed that he had not provided any evidence prior to this hearing but wanted to use a witness during the hearing.

The hearing process was explained to the parties and they had no questions about the proceedings. Both parties were given a full opportunity to present their evidence, make submissions to me, and cross examine the other party on the evidence provided for this hearing.

Section 63 of the Act allows an Arbitrator to assist the parties to settle their dispute. 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.

After the parties had finished providing their evidence relating to the Landlord's monetary claim, I offered the parties an opportunity to settle the dispute by mutual agreement. The parties were informed that this was a voluntary process and there was no requirement or pressure on the parties to consent to any agreement.

Accordingly, I allowed the parties to have a conversation between them. However, with my assistance, the parties turned their minds to compromise and were able to successfully reach an agreement to settle the Landlord's monetary claim as follows

Settlement Agreement

1. The Tenant agreed to allow the Landlord to keep the security deposit of \$700.00.
2. In addition, the Tenant agreed to pay the Landlord \$1,850.55 in monetary compensation in full and final satisfaction of the Application.
3. The Landlord agreed the Tenant will pay this debt in \$300.00 monthly installments until the debt is fully satisfied.
4. The parties agreed the first payment will be payable on or before September 21, 2017 and each subsequent payment must be made on every second Friday thereafter on a bimonthly basis.
5. The Tenant is responsible for ensuring the Landlord receives the payment and must retain documentary evidence of the payments made.
6. The Landlord is issued with a Monetary Order in the amount of \$1,850.55, which can be enforced at any time if the payment(s) are not made by each deadline.

This agreement and order is final and binding on the parties and may be enforced in the Small Claims Division of the Provincial court as an order of that court. The Tenant may also be liable for any enforcement costs incurred by the Landlord. Both parties are cautioned to keep detailed written records of any transactions that are made with regards to the above terms of the agreement.

The parties confirmed their voluntary agreement to resolution in this manner both during and at the end of the hearing. This file is now closed.

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: September 08, 2017

Residential Tenancy Branch