



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCL-S, FFL

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the "**Act**") for:

- authorization to retain all or a portion of the security deposit in partial satisfaction of the monetary order requested pursuant to section 38;
- a monetary order for unpaid rent and parking fees in the amount of \$4,276.00 pursuant to section 67; and
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The tenant attended the hearing. The landlord was represented at the hearing by an agent ("**KS**").

Pursuant to section 63 of the Act, an 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.

Whereas the landlord alleges that the tenant is in rent and parking arrears of \$4,276 (the "**Dispute Sum**"), both parties agreed to the following final and binding settlement of all issues currently under dispute:

1. The landlord may retain the tenant's security deposit of \$787.50 in partial satisfaction of the Dispute Sum.
2. The tenant will pay the landlord at least \$100 on the 15th day of each month (a "**Payment**") starting March 15, 2022, until the balance the Dispute Sum (\$3,488.50) is paid off.
3. For clarity, the tenant may make a Payment of more than \$100 in a given month, but this does not remove her obligation to make a Payment the following month.
4. If the tenant fails to make a Payment, the full amount of the balance of the Dispute Sum immediately becomes payable to the landlord.
5. The tenant may provide the landlord with documentary proof in the form of a bank statement or an e-transfer statement from the "Tenant Pay" online payment service that she made a payment in May and/or June 2021 that is not listed in the ledger the landlord submitted as evidence in support of this application. If she

does, the landlord will deduct the amount shown to have been paid from the balance of the Dispute Sum still owing.

These particulars comprise the full and final settlement of all aspects of this dispute. The parties gave verbal affirmation at the hearing that they understood and agreed to the above terms as legal, final, and binding, which settle all aspects of this dispute.

Conclusion

As the parties have reached a settlement, I make no factual findings about the merits of this application.

To give effect to the settlement reached between the parties, and as discussed at the hearing, I issue the attached monetary order ordering the tenant to pay the landlord as indicated above.

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: February 28, 2022

Residential Tenancy Branch