



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNRL-S, MNDL-S, MNDCL-S, FFL

### Introduction

This hearing was convened by way of conference call concerning an application made by the landlords seeking the following relief:

- a monetary order for unpaid rent or utilities;
- a monetary order for damage to the rental unit or property;
- a monetary order for money owed or compensation for damage or loss under the *Residential Tenancy Act*, regulation or tenancy agreement;
- an order permitting the landlord to keep all or part of the pet damage deposit or security deposit; and
- to recover the filing fee from the tenant for the cost of the application.

Both landlords and the tenant attended the hearing, during which the parties agreed to settle this dispute in the following terms:

1. the landlords will keep the \$1,100.00 security deposit;
2. the landlords will have a monetary order in the amount of \$1,600.00;
3. the tenant will comply with a payment plan of \$200.00 every 2 weeks commencing January 20, 2023 until the sum of \$1,600.00 has been paid, as follows:
  - a. \$200.00 on January 20, 2023;
  - b. \$200.00 on February 3, 2023;
  - c. \$200.00 on February 17, 2023;
  - d. \$200.00 on March 3, 2023;
  - e. \$200.00 on March 17, 2023;
  - f. \$200.00 on March 31, 2023;
  - g. \$200.00 on April 14, 2023; and
  - h. \$200.00 on April 28, 2023.

4. The landlords will not enforce the monetary order or attempt to enforce it unless the tenant fails to comply with the payment schedule as set out above.
5. This agreement is in full satisfaction of any and all claims by the parties with respect to this tenancy.

The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of this matter.

Since the parties have settled this dispute, I decline to order that the landlords recover the filing fee from the tenant.

### Conclusion

For the reasons set out above, and by consent, I hereby order the landlords to keep the \$1,100.00 security deposit, and I grant a monetary order in favour of the landlords as against the tenant pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$1,600.00.

I further order the tenant to comply with the payment schedule as set out above.

I further order that the landlords not enforce or attempt to enforce the monetary order unless the tenant fails to comply with the payment schedule.

I further order that this settlement agreement is in full satisfaction of any and all claims by the parties with respect to this tenancy.

This order is final and binding 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: January 06, 2023

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Residential Tenancy Branch