



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes: MNDC, ERP, RP, FF

### Introduction

This hearing was scheduled in response to an application by the tenants for a monetary order as compensation for damage or loss under the Act, Regulation or tenancy agreement / an order instructing the landlord to make emergency repairs for health or safety reasons / an order instructing the landlord to make repairs to the unit, site or property / and recovery of the filing fee. Both parties participated in the hearing and gave affirmed testimony.

### Issue(s) to be Decided

Whether the tenants are entitled to any of the above under the Act, Regulation or tenancy agreement.

### Background and Evidence

Pursuant to a written tenancy agreement, the month-to-month tenancy began on July 1, 2012. Monthly rent of \$1,200.00 is due and payable in advance on the first day of each month, and a security deposit of \$600.00 was collected.

By e-mail on September 21, 2012, the tenants gave general notice of their intent to end the tenancy, although no effective date of the notice is specifically identified. On September 21, 2012, the tenants also filed an application for dispute resolution seeking, in addition to other things, permission to end the tenancy "right away due to a breach of a material term."

Thereafter, pursuant to section 49 of the Act which speaks to **Landlord's notice: landlord's use of property**, the landlord issued a notice to end tenancy dated September 28, 2012. The tenants claim to have received the notice on September 30, 2012. A copy of the notice was submitted in evidence. The date shown on the notice by when the tenants must vacate the unit is December 2, 2012, and the reason shown on the notice for its issuance is as follows:

All of the conditions for sale of the rental unit have been satisfied and the purchaser has asked the landlord, in writing, to give this Notice because the purchaser or a close family member intends in good faith to occupy the rental unit.

Subsequently, the tenants vacated the unit on October 8, 2012. By way of e-mail on that same date, the tenants informed the landlord of their forwarding address and requested the return of their security deposit. To date, the security deposit has not been returned.

In their application the tenants set out the details related to some of the adversity they consider they experienced during the tenancy. In the hearing the parties undertook to explore whether a settlement of the dispute might be achieved.

### Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: [www.rto.gov.bc.ca](http://www.rto.gov.bc.ca)

Section 63 of the Act speaks to the **Opportunity to settle dispute**. Pursuant to this provision, discussion between the parties during the hearing led to a settlement of the dispute, such that it was specifically agreed as follows:

### **RECORD OF SETTLEMENT**

- that the landlord will pay the tenants \$3,000.00, and that a monetary order will be issued in favour of the tenants to that effect;
- that \$3,000.00 includes, but is not necessarily limited to, compensation for breach of the tenants' right to quiet enjoyment, repayment of the tenants' security deposit, and reimbursement of the filing fee paid by the tenants;
- that the above payment will be by cheque made payable to female tenant "MH";
- that the cheque will be put into the mail by not later than midnight, Friday, November 30, 2012;

- that the above particulars comprise full and final settlement of all aspects of the dispute which arise out of this tenancy for both parties.

### Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the tenants in the amount of **\$3,000.00**. Should it be necessary, this order may be served on the landlord, filed in the Small Claims Court and enforced as an order of that 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 *Residential Tenancy Act*.

Dated: October 25, 2012.

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Residential Tenancy Branch