



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNDC, FF

Introduction

This hearing was scheduled to hear a tenant's application for return of double the security deposit, less the portion already refunded. Both parties appeared or were represented at the hearing and were provided the opportunity to make relevant submissions, in writing and orally pursuant to the Rules of Procedure, and to respond to the submissions of the other party.

Preliminary and Procedural Matters

The landlord made submissions that the parties entered into a license agreement under which the tenant was a licensee. The landlord had been operating under the belief the Act did not apply.

As I informed the parties, the Act applies to all residential tenancy agreements between landlords and tenants and the definition of a tenancy agreement includes a license to occupy. Therefore, unless the accommodation is one that is specifically excluded under section 4 of the Act, the Act shall apply to this license to occupy.

One of the accommodations excluded from the Act is accommodation occupied as vacation accommodation. The landlord submitted that this exclusion may apply.

The landlord submitted that the unit is furnished and is only occupied for short term stays. Other unfurnished units in the building are rented under tenancy agreements rather than licenses. The landlord made submissions that the rental unit is not a hotel room, is not located in a hotel, and the landlord is not licensed to operate a hotel. The landlord acknowledged that hotel room tax is not collected or remitted.

The tenant made submissions that the unit is located in a condominium building and that the tenant and his family occupied the unit while seeking more permanent accommodation. The landlord did not dispute this.

Based upon the evidence before me, I found no evidence to suggest this unit was occupied as vacation accommodation. Therefore, I found that the Act applied.

After hearing from both parties, the parties indicated a willingness to resolve this dispute by way of a settlement agreement.

Issue(s) to be Decided

What are the terms of the settlement agreement?

Background and Evidence

Both parties agreed to the following settlement agreement in full and final settlement of any and all disputes related to this tenancy agreement:

1. The landlord shall pay the tenant \$420.00 without further delay;
2. The landlord shall mail the payment to the tenant at his current address which the landlord has been provided.
3. The tenant shall be provided a Monetary Order to ensure payment is made.

Analysis

Pursuant to section 63 of the Act, I have the authority to assist parties in reaching a settlement agreement during the hearing and to record a settlement agreement in the form of a decision or order. I have accepted the settlement agreement reached by the parties make the terms an Order to be binding upon both parties. I have recorded the settlement agreement by way of this decision and have provided the tenant with a Monetary Order in the amount of \$420.00 to ensure the agreement is fulfilled.

Conclusion

The parties reached a settlement agreement. The tenant has been provided a Monetary Order in the amount of \$420.00 to serve and enforce as necessary.

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 16, 2012.

Residential Tenancy Branch