



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNDC, MNSD, OLC, FF

Introduction

This hearing was scheduled in response to the tenant's Application for Dispute Resolution, in which the tenants have requested compensation for damage or loss, return of the security deposit, an Order the landlord comply with the Act and to recover the filing fee from the landlord for the cost of this Application for Dispute Resolution.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained, evidence was reviewed and the parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to submit documentary evidence prior to this hearing, to present affirmed oral testimony and to make submissions during the hearing.

Preliminary Matters

The tenants applied for dispute resolution on October 6, 2014.

The landlord confirmed receipt of the tenant's hearing documents in November 2014. The landlord did not receive the tenant's evidence submission that was given to the Residential Tenancy Branch (RTB) on October 30, 2014. The tenant present at the hearing could not establish service of that evidence to the landlord. Therefore, the tenant's evidence was set aside. The tenant was at liberty to provide oral submissions.

The tenant confirmed receipt of the landlord's evidence.

Issue(s) to be Decided

Are the tenants entitled to compensation in the sum of \$6075.00 as a result of the landlord failing to comply with the requirements of a 2 month Notice to end tenancy for landlord's use of property?

Are the tenant's entitled to compensation for moving costs in the sum of \$464.63?

Are the tenants entitled to return of the security deposit in the sum of \$1,000.00?

Mutually Settled Agreement

This tenancy commenced on November 1, 2012 and ended in early August 2014 as the result of a 2 month Notice to end tenancy for landlord's use of the property.

Each party made submissions throughout an almost one and one-half hour hearing. At the end of the hearing the parties mutually agreed to settle the matters.

The landlord agreed to pay the tenants \$4,000.00 in settlement of all matters, taking into account any claim that the landlord may have had.

The tenant agreed to payment of \$4,000.00 by the landlord, in settlement of the tenant's claim.

The parties agreed that all matters related to the tenancy are fully settled.

Section 62(3) of the Act provides:

(3) The director may make any order necessary to give effect to the rights, obligations and prohibitions under this Act, including an order that a landlord or tenant comply with this Act, the regulations or a tenancy agreement and an order that this Act applies

Therefore, in support of the mutually settled agreement I find and Order that the tenants are entitled to compensation in the sum of \$4,000.00 as settlement of all matters between the parties.

I Order that no further claims made by either party related to this tenancy will proceed.

Based on these determinations I grant the tenant's a monetary Order in the sum of \$4,000.00. In the event that the landlord does not comply with this Order, it may be served on the landlord, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

Conclusion

Based on a mutually settled agreement the tenants are entitled to compensation in the sum of \$4,000.00.

All matters related to this tenancy have now been fully settled.

This decision and mutually settled agreement is final and binding and 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: May 11, 2015

Residential Tenancy Branch