



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, MNSD

Introduction

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

- a monetary order for money owed or compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("Regulation") or tenancy agreement, pursuant to section 67; and
- authorization to obtain a return of the security deposit, pursuant to section 38.

The landlord and the two tenants attended the hearing and were each given a full opportunity to be heard, to present their sworn testimony, to make submissions, and to call witnesses. The landlord confirmed that his interpreter and son, "witness SG," had authority to provide English language interpretation for him at this hearing. Witness SG testified at this hearing prior to the parties providing substantial testimony regarding this tenancy at this hearing.

The landlord confirmed receipt of the tenants' application for dispute resolution hearing package ("Application"). In accordance with sections 89 and 90 of the *Act*, I find that the landlord was duly served with the tenants' Application.

The tenants confirmed that they served the landlord with their written evidence package at the same time as their Application on February 12, 2015, by way of registered mail. The tenants provided a Canada Post receipt and tracking number to confirm this service. The landlord confirmed that he did not receive the tenants' written evidence package for this hearing. As this matter settled, I do not find it necessary to make a determination regarding service of the above documents.

Issues to be Decided

Are the tenants entitled to a monetary award for money owed or compensation for damage or loss under the *Act*, *Regulation* or tenancy agreement?

Are the tenants entitled to a monetary award for the return of their security deposit?

Background and Evidence

Both parties agreed that this tenancy began on August 28, 2011. The landlord stated that this was a fixed term tenancy of 2 years and 6 months, while the tenants indicated that it was a month-to-month tenancy. Neither party provided a copy of the written tenancy agreement for this hearing. Both parties agreed that rent of \$850.00 was payable on the 31st day of each month, a security deposit of \$425.00 was paid by the tenants and the landlord returned \$350.00 to the tenants from the deposit. The tenants stated that they vacated the rental unit on June 29, 2014, while the landlord stated that it was June 30, 2014.

The tenants seek a monetary order of \$2,425.50 total from the landlord. The tenants seek compensation under section 51(2)(b) of the *Act* for double the monthly rent, totalling \$1,700.00, for the landlords' failure to use the rental unit for his son to live in for 6 months after the tenants vacated. The tenants also seek moving expenses of \$500.00 and a return of the remainder of their security deposit of \$75.00. The tenants further seek compensation under section 51(1) of the *Act* of \$850.00 for the landlord's failure to give them one month's rent free pursuant to the 2 Month Notice.

Analysis

Pursuant to section 63 of the *Act*, the 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, both parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of all issues with respect to this entire tenancy:

1. Both parties agreed that the landlord will pay the tenants \$1,250.00 by way of a cheque by August 21, 2015;

2. Both parties agreed that this settlement agreement constitutes a final and binding resolution of the tenants' Application at this hearing and any issues arising out of this tenancy;
3. Both parties agreed that this settlement agreement constitutes a final and binding resolution of the landlord's potential claims against the tenants and any issues arising out of this tenancy;
4. Both parties agreed that they will not initiate any further claims or applications against each other at the Residential Tenancy Branch, with respect to any issues arising out of this tenancy.

These particulars comprise a full and final settlement of all aspects of this dispute and arising out of this tenancy. Both parties testified at the hearing that they understood and agreed to the above settlement terms, free of any duress or coercion. Both parties confirmed that they understood that the above terms are legal, final, binding and enforceable, settling all aspects of this dispute and arising out of this tenancy.

Conclusion

In order to implement the above settlement reached between the parties, and as advised to both parties during the hearing, I issue a monetary Order in the tenants' favour in the amount of \$1,250.00. I deliver this Order to the tenants in support of the above agreement for use **only** in the event that the landlord fails to abide by condition #1 of the above monetary agreement. The tenants are provided with this Order in the above terms and the landlord must be served with a copy of this Order in the event that the landlord fails to abide by condition #1 of the above monetary agreement. Should the landlord fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial 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: August 21, 2015

Residential Tenancy Branch

