



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute codes      CNL, ERP, MNDCT

### Introduction

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

- cancellation of the landlords' Two Month Notice to End Tenancy for Landlord's Use of Property (the Two Month Notice) pursuant to section 49;
- an order to the landlord to make emergency repairs to the rental unit pursuant to section 33; and
- a monetary order for compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67;

The current landlord for the property, the previous landlord for the property, the landlords' partners and the tenants attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another. Tenant T.B. (the tenant) stated that he would be the primary speaker for the tenants and Landlord J.C. (the landlord) indicated that he would be the primary speaker for the landlords.

At the outset of the hearing the tenant indicated that he has moved out of the rental unit and was only seeking to have the security deposit of \$500.00 returned to them. The landlord stated that he would give the security deposit in the amount of \$500.00 back to the tenants.

### 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 this hearing, the parties reached an agreement to settle their dispute.

Both parties agreed to the following terms of a final and binding resolution of the tenant's application and the issues in dispute arising out of this tenancy at this time and that they did so of their own free volition and without any element of coercion:

1. Landlord J.C. agreed to pay the security deposit back to the tenants in the amount of \$500.00.
2. Both parties agreed that these particulars comprise the full settlement of all aspects of the tenant's current application for emergency repairs, compensation for damage or loss under the *Act* and arising out of the Two Month Notice issued on September 25, 2017,

### Conclusion

In order to implement the above settlement reached between the parties, I issue a monetary Order in the tenants' favour in the amount of \$500.00. The tenants are provided with these Orders and Landlord J.C. must be served with a copy of these Orders as soon as possible after a failure to comply with the terms of the above settlement agreement. Should Landlord J.C. fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders 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: January 03, 2018

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Residential Tenancy Branch