



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCT

Introduction

On December 11, 2019, the Tenant made an Application for Dispute Resolution seeking a Monetary Order for compensation pursuant to Section 67 of the *Residential Tenancy Act* (the “Act”).

The Tenant attended the hearing and both Landlords attended the hearing as well. All in attendance provided a solemn affirmation.

The Tenant advised that she served each Landlord a Notice of Hearing and evidence package by registered mail on December 11, 2019 and the Landlords confirmed receiving these packages. Based on this undisputed testimony, and in accordance with Sections 89 and 90 of the *Act*, I am satisfied that the Landlords were served the Notice of Hearing and evidence packages.

The Landlords advised that the Tenant was served their evidence by registered mail on April 23, 2020 and the Tenant confirmed that she received this package. As service of this evidence complies with the timeframe requirements of Rule 3.15 of the Rules of Procedure, I am satisfied that the Landlords’ evidence will be accepted and considered when rendering this Decision.

All parties were given an opportunity to be heard, to present sworn testimony, and to make submissions. I have reviewed all oral and written submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

- Is the Tenant entitled to monetary compensation?

Background and Evidence

While I have turned my mind to the accepted documentary evidence and the testimony of the parties, not all details of the respective submissions and/or arguments are reproduced here.

All parties agreed that the tenancy started on April 15, 2015 and ended on or around December 15, 2017. Rent was established at \$925.00 per month and was due on the first day of each month. A security deposit of \$450.00 was also paid.

On her Application, the Tenant was seeking compensation in the amount **\$375.00** for the return of the balance of her security deposit. All parties agreed that a forwarding address in writing was provided on December 10, 2017 and that the Tenant had agreed in writing that the Landlords could keep a portion of her deposit. As all parties agreed that the Landlords had written permission to keep the remaining balance of the security deposit, I dismiss this claim in its entirety.

The Tenant was also seeking a monetary award in the amount of **\$11,201.00** for compensation based on being served a Two Month Notice to End Tenancy for Landlord's Use of Property (the "Notice") pursuant to Sections 49 and 51 of the *Act*. However, the Tenant was advised that the *Act* changed on May 17, 2018 to increase the compensation requirements under this Notice to 12 months' compensation. As this tenancy ended in 2017, she was advised that the compensation requirements under the applicable legislation at the time the Notice was served was the equivalent of two months' rent only.

The Tenant advised that the Landlords came to her door and there were discussions about the tenancy ending due to some personal incidents that affected the Landlords. She understood these issues; however, while she may have received some documentation, she is "99% certain" that she was not served the Notice.

The Landlords solemnly affirmed that they served the Tenant the Notice; however, they could not find a copy of the Notice and neither party submitted a copy of the Notice for consideration on this file.

Settlement Agreement

I raised the possibility of settlement pursuant to Section 63(1) of the *Act* which allows an Arbitrator to assist the parties to settle the dispute. I explained to the parties that settlement discussions are voluntary, that if they chose not to discuss settlement I would make a final and binding Decision on the matter, and that if they chose to discuss settlement and did not come to an agreement, that I would make a final and binding Decision on the matter.

I advised the parties that if they did come to an agreement, I would write out this agreement in my written Decision and make any necessary Orders. I also explained that the written Decision would become a final and legally binding agreement. The parties did not have questions about discussing a settlement when asked.

The parties reached the following full and final settlement agreement during the hearing:

1. The Landlords will pay to the Tenant the sum of **\$462.50**.
2. The parties agreed that fulfilment of these conditions would amount to full and complete satisfaction of this dispute.

This settlement agreement was reached in accordance with Section 63 of the *Act*. The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that they understood the binding nature of this full and final settlement of these disputes.

If condition one is breached, the Tenant is provided with a conditional Monetary Order in the amount of **\$462.50**.

Conclusion

The parties reached a full and final settlement agreement in resolution of their disputes. I have recorded the terms of settlement in this decision and in recognition of the settlement agreement, I provide the Tenant with a conditional Monetary Order in the amount of **\$462.50** to serve and enforce upon the Landlords, if necessary. The Order

must be served on the Landlords by the Tenant. Should the Landlords 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: May 12, 2020

Residential Tenancy Branch