



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

REVIEW HEARING DECISION

Dispute Codes MNSD

Introduction

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

- a monetary order for the return of the tenant's security deposit, pursuant to section 38.

The "male landlord" did not attend this hearing, which lasted approximately 15 minutes. The female landlord ("landlord") and the tenant's advocate attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. The landlord confirmed that she had permission to represent the male landlord at this hearing (collectively "landlords"). The tenant's advocate confirmed that he had permission to represent the tenant at this hearing.

Pursuant to section 64(3)(c) of the *Act*, I amend the tenant's application to correct the spelling of the landlords' surname. Both parties consented to this amendment during the hearing.

At the outset of the hearing, both parties confirmed that they had reached a settlement agreement and that they wanted it recorded at this hearing.

Preliminary Issue - Previous Hearings and Service of Documents

The original participatory hearing in this matter occurred on June 15, 2020 ("original hearing") after which a decision of the same date was issued ("original decision") by a different Arbitrator. The original decision awarded the tenant a monetary order of \$800.00 for the tenant's application ("original application" and "original monetary order") and the landlords did not attend that hearing.

The landlords applied for a review of the original decision, alleging that the landlords were unable to attend the original hearing. A new review hearing was granted by a different Arbitrator, pursuant to a review consideration decision, dated July 31, 2020 ("review decision"). As per the review decision, the landlords were required to serve the tenant with a copy of the review decision and the new notice of review hearing.

The tenant's advocate confirmed receipt of the above review documents. Accordingly, I find that the tenant was duly served with the required review documents, as per sections 89 and 90 of the *Act*.

The landlord confirmed receipt of the tenant's original application and evidence. In accordance with sections 89 and 90 of the *Act*, I find that the landlords were duly served with the tenant's original application and evidence.

Preliminary Issue – Inappropriate Behaviour by the Landlord during the Hearing

Rule 6.10 of the Residential Tenancy Branch ("RTB") *Rules of Procedure* states the following:

6.10 Interruptions and inappropriate behaviour at the dispute resolution hearing

Disrupting the hearing will not be permitted. The arbitrator may give directions to any person in attendance at a hearing who is rude or hostile or acts inappropriately. A person who does not comply with the arbitrator's direction may be excluded from the dispute resolution hearing and the arbitrator may proceed in the absence of that excluded party.

The landlord was extremely upset during the entire hearing. She stated that she had to deal with a police matter regarding her son. She also claimed that the tenant's application was "ridiculous." She continuously interrupted me and the tenant's advocate while we were speaking throughout the hearing. She repeatedly asked that the hearing be rushed along. I notified the landlord that I would do my best to get through the hearing in an expedient manner but that I had to conduct the hearing and ask necessary questions.

I caution the landlord to not to engage in the same behaviour at any future hearings at the RTB, as this behaviour will not be tolerated, and she may be excluded from future hearings. In that case, a decision will be made in the absence of the landlord.

Settlement Terms

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 and orders. During the hearing, the parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute and arising out of this tenancy.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time and arising out of this tenancy:

1. The landlords agreed to pay the tenant \$200.00, by way of a money order to be mailed out by September 9, 2020, to the tenant at the address already confirmed by the parties prior to the hearing;
2. The tenant agreed that this settlement agreement constitutes a final and binding resolution of his application at this hearing and any issues arising out of this tenancy;
3. Both parties agreed that they will not initiate any future claims or applications against each other at the Residential Tenancy Branch, with respect to any issues arising out of this tenancy.

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

Original Decision and Order

Section 82(3) of the Act states:

Following the review, the director may confirm, vary or set aside the original decision or order.

I set aside the original decision and original monetary order, both dated June 15, 2020. I issue a new monetary order of \$200.00 to the tenant against the landlords.

Conclusion

The original decision and original monetary order for \$800.00, both dated June 15, 2020, are set aside.

I issue a new monetary Order in the tenant's favour in the amount of \$200.00. I deliver this Order to the tenant in support of the above agreement for use **only** in the event that the landlord(s) fail to pay the tenant \$200.00 as per condition #1 of the above agreement. The landlord(s) must be served with a copy of this Order. Should the landlord(s) 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.

I order both parties to comply with all of the above settlement terms.

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: September 04, 2020

Residential Tenancy Branch