



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCT

Introduction

This hearing dealt with an Application for Dispute Resolution that was filed by the Tenant under the Residential Tenancy Act (the Act), seeking:

- Compensation in the amount of twelve times the monthly rent payable under the tenancy agreement pursuant to section 51(2) of the Act.

The hearing was originally convened by telephone conference call on September 24, 2020, at 1:30 P.M. and was attended by the Tenant, an agent for the Landlord M.C. (the Agent – previously referred to as the Landlord in the Interim Decision) and the Agent's spouse, who also acted as an agent for their spouse and the Landlord Y.Z. (the Landlord). All testimony provided was affirmed. The hearing was subsequently adjourned due to time constraints and in order to allow the Landlord and Agents to receive copies of several pieces of documentary evidence allegedly served by the Tenant but not received by the Landlord or Agents, and to allow the Landlord and/or Agents an opportunity to respond.

An Interim Decision was made on September 25, 2020, wherein I made numerous orders to the parties, and the reconvened hearing was set before me on December 10, 2020, at 9:30 AM. A copy of the Interim Decision and the Notice of Hearing was sent to each party by the Residential Tenancy Branch (the Branch) in the manner requested at the hearing. For the sake of brevity, I will not repeat here the matters covered in the Interim Decision. As a result, the Interim Decision should be read in conjunction with this Decision.

The hearing was reconvened by telephone conference call on December 10, 2020, before me, at 9:30 A.M. and was attended by the Tenant, the Landlord Y.Z. (the Landlord), Legal Counsel for the Landlord (Counsel), and a professional interpreter for the Landlord (the Interpreter). All testimony provided was affirmed and the Interpreter promised to accurately interpret both the proceedings for the Landlord and the Landlord's testimony and oral evidence for my consideration during the hearing.

Counsel was not affirmed as they stated that they would only be providing legal arguments and submissions, not evidence or testimony.

Settlement

The opportunity for settlement was discussed with the parties during the hearing. The parties were advised on several occasions during the hearing that matters discussed during settlement are without prejudice and that there is no obligation to resolve the dispute through settlement, but that pursuant to section 63 of the Act, I could assist the parties to reach an agreement, which would be documented in my Decision and supporting Order(s). A lengthy settlement discussion occurred as a result and a 16 minute recess was provided to the parties during the settlement discussions to allow them an opportunity to consider the settlement discussions thus far and to allow the Landlord, their Interpreter and Counsel to consult privately regarding the settlement proposed by the Tenant.

During the hearing, the parties mutually agreed to settle this matter as follows:

1. The Landlord agrees to pay the Tenant \$20,000.00 in order to settle the matter claimed by the Tenant in their Application.

This settlement agreement was reached in accordance with section 63 of the Act.

Conclusion

I order the parties to comply with the terms of their mutually settled agreement described above.

In support of the settlement described above, with the agreement of the parties, and pursuant to section 63 of the Act, I grant the Tenant a Monetary Order in the amount of **\$20,000.00**. The Tenant is provided with this Order in the above terms and the Landlord must be served with this Order as soon as possible. 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.

During the proceedings Counsel agreed to accept service of the Monetary Order on behalf of the Landlord by email at the email address noted on the cover page for this decision.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: December 10, 2020

Residential Tenancy Branch