



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding MAN KEI ENTERPRISES
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDCT, MNSD, FFT

Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act"), for a monetary order of \$385.00 for damage or compensation under the Act; for a monetary order for the return of double the \$385.00 security deposit; and to recover the \$100.00 cost of his Application filing fee.

The Tenant and an agent for the Landlord, A.L. ("Agent"), appeared at the teleconference hearing and gave affirmed testimony. I explained the hearing process to the Parties and gave them an opportunity to ask questions about it. During the hearing the Tenant and the Agent were given the opportunity to provide their evidence orally and to respond to the testimony of the other Party. I reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch ("RTB") Rules of Procedure ("Rules"); however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Neither Party raised any concerns regarding the service of the Application for Dispute Resolution or the documentary evidence. Both Parties said they had received the Application and/or the documentary evidence from the other Party and had reviewed it prior to the hearing.

Preliminary and Procedural Matters

The Tenant provided the Parties' email addresses in the Application and the Parties confirmed these in the hearing. They also confirmed their understanding that the Decision would be emailed to both Parties and any Orders sent to the appropriate Party.

At the outset of the hearing, I advised the Parties that pursuant to Rule 7.4, I would only

consider their written or documentary evidence to which they pointed or directed me in the hearing. I also advised the Parties that they are not allowed to record the hearing and that anyone who was recording it was required to stop immediately.

Settlement Agreement

During the hearing, the Parties agreed to settle these matters on the following conditions:

1. The Parties agree that the tenancy ended on November 30, 2021, when the Tenant vacated the premises.
2. The Tenant withdraws his Application in full as part of this mutually settled agreement.
3. The Landlord agrees to pay the Tenant \$900.00 as a full and final settlement of all issues surrounding the tenancy.
4. The Landlord agrees that the \$900.00 cheque will be available to the Tenant at the front desk of the residential property on September 6, 2022 by 4:00 p.m.
5. The Parties agree that the Tenant will attend the residential property on September 6, 2022, at approximately 4:00 – 5:00 p.m. to pick up the \$900.00 cheque from the front desk.
6. The Parties agree that they entered into this Agreement completely voluntarily.
7. The Tenant is granted a conditional Monetary Order for \$900.00 to be served only if necessary, and is void and unenforceable once the \$900.00 has been paid.
8. The Parties agree with terms set out in this Settlement Agreement **on the condition** that the Landlord adheres to the payment arrangement stipulated above. The Tenant is granted a Monetary Order of \$900.00, which is to be served and enforced on the Landlord, only if the Landlord does not adhere to the payment schedule stipulated above. This Order may be filed in the Provincial Court of British Columbia (Small Claims) and enforced as an Order of that Court, if the Landlord does not comply with the above payment schedule; otherwise, this Order will become void and unenforceable.

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 the Parties understood the binding nature of this full and final settlement of these matters.

These particulars comprise the full and final settlement of all aspects of this dispute for both Parties. 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.

Conclusion

This matter was resolved by way of a mutually settled agreement. In recognition of this Settlement Agreement and based on the above, I hereby order that the Tenant's Application is dismissed, without leave to reapply.

In addition, in support of the Settlement described above, and with agreement of both Parties, I grant the Tenant a **conditional Monetary Order**, to serve and enforce upon the Landlord, if necessary. This Order must be served on the Landlord, if the Landlord fails to adhere to the terms of the Settlement Agreement.

I Order the Parties to comply with their Settlement Agreement described above.

This Decision is final and binding on the Parties, unless otherwise provided under the Act, and 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 06, 2022

Residential Tenancy Branch