



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding C. K. DEVELOPMENT LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNETC FFT

Introduction

This hearing was convened as a result of the tenant's Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (Act). The tenant applied for a monetary order in the amount of \$36,100 as follows:

MNETC - I want compensation because the landlord ended the tenancy and has not complied with the Act or used the rental unit/site for the stated purpose.

The tenant, the spouse of the tenant, AA (spouse), the co-directors of the corporate landlord, KH and CH (co-directors), counsel for the landlord, SS (counsel) and an agent for the co-directors, RH (agent) attended the teleconference hearing. All parties, except counsel were affirmed. Counsel was not affirmed as counsel confirmed that they have been called to the BC Bar and as such, have already sworn an oath. The hearing process was explained to the participants and an opportunity to ask questions about the hearing process was provided. Words utilizing the singular shall also include the plural and vice versa where the context requires.

As both parties confirmed receipt of documentary evidence and that they had the opportunity to review that evidence, I find the parties were sufficiently served in accordance with the Act.

Settlement Agreement

During the hearing, the parties agreed to settle all matters related to this tenancy, on the following conditions:

1. The parties agree to resolve this dispute by way of a mutually settled agreement pursuant to section 63 of the Act.

2. The parties agree that the landlord will issue a certified cheque or bank draft in the amount **\$20,000 to the tenant JS on November 14, 2022 at 3:00 p.m.** at the business address of counsel, which was confirmed by the parties during the hearing.
3. The parties agree that the tenant will be granted a monetary order of **\$20,000**, which will be of no force or effect if the landlord pays the tenant in accordance with #2 above and the tenant successfully deposits the entire amount.
4. The parties agree that the tenant's application is withdrawn as part of this mutually settled agreement.
5. The parties agree that this mutually settled agreement represents a full and final settlement of all matters related to this tenancy.
6. The parties agree that this mutually settled agreement relates to the rental unit located at 1504 54 Street, Delta, BC.
7. This parties agree that this mutually settled agreement applies to both tenants listed on the tenancy agreement, JS and CK and that JS has agreed on behalf of both tenants.
8. The parties agree that the tenant, JS will sign for the cheque for \$20,000 when it is picked up.

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.

Pursuant to section 67 of the Act, I grant the tenant a monetary order in the amount of \$20,000, which will be of no force or effect if the landlord complies with #2 above.

Pursuant to sections 62(3) and 63 of the Act, I make the following order:

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

Conclusion

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 all matters related to this tenancy.

The tenant is granted a monetary order in the amount of \$20,000. If the landlord does not pay the amount the tenant may serve the monetary order on the landlord and then the monetary order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

This decision will be emailed to both parties at the email addresses confirmed at the outset of the hearing.

The monetary order will be emailed to the tenant only for service on the landlord, if necessary.

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: November 10, 2022

Residential Tenancy Branch