



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNETC

Introduction

The Tenant filed an Application for Dispute Resolution on March 30, 2022 seeking compensation because the Landlord ended the tenancy and did not use the rental unit for the stated purpose. The matter proceeded by way of a hearing pursuant to s. 74(2) of the *Residential Tenancy Act* (the “*Act*”) on November 29, 2022.

Both parties attended – the Tenant with an advocate who assisted, and an authorized agent for the Landlord. They confirmed they received the prepared evidence of each other, in advance of the hearing.

Settlement Terms

The Landlord proposed to compensate the Tenant for ending the tenancy by way of the Two-Month Notice to End Tenancy for Landlord’s Use of Property issued on December 23, 2021. The parties entered a mediated discussion about compensation after the Tenant presented their submissions and evidence.

The Landlord proposed a one-time payment of \$8,000, with payment within one week of the hearing, by December 10, 2022.

Pursuant to s. 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties agree on the terms, the settlement may be recorded in the form of a decision. After discussion on these issues and the practical matter of forwarding payment to the Tenant, both parties reached an agreement on the amount of compensation to the Tenant.

Both parties agreed to the following final and binding settlement of the issue under dispute:

1. The Landlord shall pay the sum of \$8,000 to the Tenant.
2. This payment shall take the form of a certified draft.
3. The payment shall be sent to the Tenant's current forwarding address, confirmed in the hearing.
4. I will grant a Monetary Order to the Tenant to give effect to the agreement reached, used only if the Landlord fails to forward payment as agreed upon in this hearing.

The settlement constitutes a final and binding resolution of the Tenant's Application in this hearing. These terms legal, final, binding, and enforceable, and settle all aspects of this dispute.

Conclusion

In order to implement the above settlement between the parties and stated to both parties during the hearing, I issue a Monetary Order in the Tenant's favour in the amount of \$8,000. I issue this to the Tenant in support of the above agreement for use only in the event the Landlord does not forward payment. The Tenant must serve the Monetary Order as soon as possible if the Landlord does not pay. Should the Landlord fail to comply with this Monetary Order, the Tenant may file this in the Small Claims Division of the Provincial Court where it may be 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 s. 9.1(1) of the *Act*.

Dated: December 2, 2022

Residential Tenancy Branch