



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNETC

Introduction

This hearing dealt with an Application for Dispute Resolution (the Application) filed by the Tenants under the Residential Tenancy Act (the Act) on May 18, 2022, seeking:

- The return of double the amount of their security deposit, less amounts agreed to and amounts already returned; and
- 12 months compensation pursuant to section 51(2) of the Act.

The hearing was convened by telephone conference call at 1:30 P.M. on February 2, 2023, and was attended by the Tenant D.J., who also acted as the agent for A.R. and T.G., and the Landlords M.B. and B.B. All parties provided affirmed testimony. As the Landlords acknowledged service of the Notice of Dispute Resolution Proceeding (NODRP) and stated that they have no concerns regarding either the date or the method of service, the hearing therefore proceeded as scheduled.

The parties were advised that pursuant to rule 6.10 of the Rules of Procedure, interruptions and inappropriate behavior would not be permitted and could result in limitations on participation, such as being muted, or exclusion from the proceedings. The parties were asked to refrain from speaking over me and one another and to hold their questions and responses until it was their opportunity to speak. The parties were also advised that personal recordings of the proceeding were prohibited under the Rules of Procedure and confirmed that they were not recording the proceedings.

Preliminary Matters

The Tenants sought 12 times the monthly rent payable under their tenancy agreement pursuant to section 51(2) of the Act, and the Landlords and the Tenant agreed that the Two Month Notice to End Tenancy for Landlord's Use of Property (Two Month Notice) had been served by the Landlords at the request of the Purchaser(s) as the property was sold. The Tenant verified that they are seeking compensation under section 51(2) of the Act as they do not believe the property was occupied by the Purchaser(s) within and for the required time period.

As a result of the above, I have dismissed this claim with leave to reapply as the Tenants have named their previous Landlord M.B. as the respondent, rather than the Purchaser(s). The Tenants remain at leave to reapply against the Purchaser(s). This is not an extension of any statutory time limit.

Settlement

The opportunity for settlement was discussed with the parties during the hearing. The parties were advised during the hearing 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). During the hearing, the parties mutually agreed to settle this matter as follows:

1. The parties agree that the Landlord M.B. owes the Tenants \$750.00, and the Landlord agrees to pay this amount to the Tenants.
2. The parties agree that this constitutes full and final settlement of all matters between them under the Act in relation to the tenancy.

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

Conclusion

I order the parties to comply with the terms of the above noted mutual settlement agreement.

In support of the settlement described above, and with the agreement of the parties, I grant the Tenants a Monetary Order in the amount of **\$750.00**, and I order the Landlord M.B. to pay this amount to the Tenants. This Order is provided to the Tenants in the above terms, and must be served on the Landlord M.B. as soon as possible. Should the

Landlord M.B. fail to comply with this Order, this order may be filed in the Small Claims Court of British Columbia and 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 Section 9.1(1) of the Act.

Dated: February 6, 2023

Residential Tenancy Branch