



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes MNDCT, MNSD, MNETC, FFT

Introduction

This hearing dealt with an Application for Dispute Resolution (Application) that was filed by the Tenant under the *Residential Tenancy Act* (the Act) on August 1, 2022, seeking:

- Compensation for monetary loss or other money owed;
- The return of all, part, or double the amount of their security deposit;
- Compensation because their tenancy ended because of a two, four, or 12 months Notice to End Tenancy, and the Landlord has not complied with the Act or used the rental unit for the stated purpose; and
- Recovery of the filing fee.

The hearing was convened by telephone conference call at 1:30 pm on April 25, 2023, and was attended by the Tenant, the Landlord, and the Landlord's spouse TA. All parties provided affirmed testimony. As the Landlord acknowledged receipt of the Notice of Dispute Resolution Proceeding (NODRP) and raised no concerns with regards to the service date or method, the hearing proceeded as scheduled.

The parties were advised that 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

As the parties agreed that the Tenant was not served with a two, four, or 12 months Notice to End Tenancy, I dismissed their claim for monetary compensation under section 51(2) of the Act without leave to reapply, as the tenancy must end as a result of one of the above noted Notices to End Tenancy to qualify.

Settlement

The opportunity for settlement was discussed with the parties during the hearing. The parties were advised on several occasions 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 any supporting order(s).

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

1. The parties agree the Landlord owes the Tenant \$1,200.00.
2. The parties agree that this settlement agreement constitutes full and final settlement of all matters between them under the Act.

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 mutual settlement agreement described above. In support of the settlement described above, and with the agreement of the parties, I grant the Tenant a monetary order in the amount of \$1,200.00. Should the Landlord fail to comply with the settlement agreement, this order may be served on the Landlord, 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: April 25, 2023

Residential Tenancy Branch