



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL MNDC MNSD OLC RPP FF

Introduction

This hearing was convened as a result of the tenant's Application for Dispute Resolution (the "Application") under the *Residential Tenancy Act* (the "Act"). The tenant applied for a monetary order in the amount of \$5,835.00 for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, two cancel a 2 Month Notice to End Tenancy for Landlord's Use of Property (the "2 Month Notice"), for the return of double the amount of the security deposit, for an order directing the landlord to comply with the *Act*, regulation or tenancy agreement, for the return of personal property and to recover the cost of the filing fee.

The tenant, the tenant's advocate, the landlord, and the spouse of the landlord attended the teleconference hearing. The tenant and landlord gave affirmed testimony and had the hearing process explained to them.

Neither party raised any concerns regarding the service of documentary evidence.

Preliminary and Procedural Matters

At the outset of the hearing, the tenant confirmed that he was not served with a 2 Month Notice and as a result, had mistakenly requested to cancel a 2 Month Notice as part of his Application. Given this, the tenant requested to withdraw his request to cancel a 2 Month Notice as the parties agreed that a 2 Month Notice was not served on the tenant by the landlord which was permitted pursuant to section 64(3) of the *Act*.

During the hearing, the spouse of the landlord was cautioned on several occasions to cease interrupting the tenant and the undersigned arbitrator. After the spouse of the landlord failed to comply with my direction to cease interrupting, the spouse of the landlord was ordered to disconnect from the hearing as he was disruptive and was not a named party to this dispute.

Settlement Agreement

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

1. The parties agree that the landlord will pay the tenant **\$1,262.50** by cheque to be post-marked by **April 21, 2017 by 5:00 p.m.** The tenant's mailing address was confirmed by the parties during the hearing.
2. The tenant is granted a monetary order pursuant to section 67 of the *Act* in the amount of **\$1,262.50, which will be of no force or effect**, if the landlord pays the tenant in accordance with #1 above and the cheque is successfully cashed by the tenant.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy 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 nature of this full and final settlement of these matters.

Conclusion

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

The tenant is granted a monetary order pursuant to section 67 of the *Act* in the amount of \$1,262.50, which will be of no force or effect, if the landlord pays the tenant in accordance with #1 above and the cheque is successfully cashed by the tenant. Should the tenant require enforcement of the monetary order, the monetary order must be served on the landlord and may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

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: April 21, 2017

Residential Tenancy Branch