



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding NVision Properties Ltd. and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDCT

Introduction

This hearing was convened as a result of the Tenants' Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act"), for a monetary order for damage or compensation under the Act in the amount of \$1,850.00.

The Tenant and an agent for the Landlord, S.C. ("Agent"), appeared at the teleconference hearing and gave affirmed testimony. I explained the hearing process to the Parties and gave them an opportunity to ask questions about the hearing process. During the hearing the Tenant and the Agent were given the opportunity to provide their evidence orally and to respond to the testimony of the other Party. I reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch ("RTB") Rules of Procedure ("Rules"); however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Neither Party raised any concerns regarding the service of the Application for Dispute Resolution or the documentary evidence. Both Parties said they had received the Application and/or the documentary evidence from the other Party and had reviewed it prior to the hearing.

Preliminary and Procedural Matters

The Parties provided their email addresses at the outset of the hearing and confirmed their understanding that the Decision would be emailed to both Parties and any Orders sent to the appropriate Party.

Settlement Agreement

During the hearing, the Parties agreed to settle these matters on the following conditions:

1. The Tenants agree to withdraw their Application in full as part of this mutually agreed Settlement.
2. The Parties agree that they entered into this Agreement completely voluntarily.
3. The Parties agree that the Landlord will return the Tenants' \$300.00 temporary rent supplement to BC Housing, as soon as possible, which the Landlord inadvertently retained it from the Tenants' May 2020 rent. BC Housing has asked for this amount back, which the Landlord agrees to pay them, per the terms dictated by BC Housing.
4. Further, the Landlord agrees to pay the Tenants an additional \$300.00, as a penalty to the Landlord for erroneously withholding the May temporary rent supplement from the Tenants.

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.

Conclusion

This matter was resolved by way of a mutually settled agreement.

In addition, in support of the settlement described above, and with agreement of both Parties, I grant the Tenants a **conditional Monetary Order**, to serve and enforce upon the Landlord, if the Landlord fails to adhere to the terms of the Settlement Agreement.

This Order must be served on the Landlord by the Tenants and may be filed in the Provincial Court (Small Claims) and enforced as an Order of that Court.

I Order the Parties to comply with their Settlement Agreement described above.

This Decision 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: September 24, 2020

Residential Tenancy Branch