

Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

DECISION AND REASONS

Dispute Codes: *RPP, FF.*

Introduction

This hearing dealt with an application by the tenant, for the return of her personal belongings that she claims are in the possession of the landlord and to recover the fee to file this application, pursuant to Sections 65 and 72 of the *Residential Tenancy Act*. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

Issues to be decided

Is the tenant entitled to the return of her personal belongings? Does the landlord have to bear the cost of filing this application?

Background and Evidence

The tenancy started on September 01, 2006. The rent was \$375.00 per month payable on the first of each month. The tenant paid a security deposit of \$200.00.

The tenant testified that due to problems with the supply of hot water in the rental suite, she decided to end the tenancy. On February 01, 2009 the tenant served the landlord with a written notice to end tenancy effective February 28, 2009. The tenant stated that she deducted the amount of the security deposit off the rent for February and paid the balance to the landlord.

The tenant stated that she moved most of her items out of the rental unit by the end of February, except for one truck load. The tenant made arrangements to move the balance of her belongings on March 14, 2009. However, on March 09, 2009, the landlord moved the tenant's belongings into storage. The tenant stated that she made several attempts to contact the landlord without success.

The landlord stated that he received the tenant's written notice to end tenancy on February 05, 2009 and suffered a loss of income for March, due to the inadequate notice to end tenancy and the presence of the tenant's belongings in the rental suite. He stated that when the tenant had not removed her belongings by March 09, 2009, he considered the property as abandoned and proceeded to keep it in storage as per the *Residential Tenancy Act*.

The landlord stated that the tenant owed rent for March and moving and storage costs for a total of \$550.00. The landlord also stated that he has taken photographs of the items that the tenant left behind, prior to moving them to storage.

Analysis

Pursuant to Section 63 of the *Residential Tenancy Act*, the dispute resolution officer may assist the parties settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order.

During this hearing, the parties reached an agreement to settle these matters, on the following conditions:

1. The tenant will pay the landlord **\$550.00 on or before 1 p.m. on May 23, 2009**. This amount consists of \$375.00 for rent for March, \$100.00 for moving costs and \$75.00 for storage costs. The tenant will pay this amount to the landlord via money order or certified cheque.
2. The landlord will make arrangements for the tenant to have access to all her personal belongings that she left behind in the rental unit and are in the possession of the landlord. The tenant will remove these belongings on May 23, 2009 at 1p.m.
3. The tenant will bear the cost of filing her application.

The parties agree that the above particulars comprise **full and final settlement** of all aspects of the dispute for both parties.

Conclusion

The parties came to an agreement to settle their dispute which serves as a full and final settlement of all aspects of this dispute. The tenant will pay the landlord \$550.00 and the landlord will arrange for the return of the tenant's personal belongings.

Dated May 22, 2009.

Dispute Resolution Officer