

Decision

Dispute Codes: MNR, MND, MNDC, MNSD, FF

Background and Analysis

Two previous hearings were scheduled in response to applications by both parties. The first was convened on January 8, 2010, with a decision issued on that same date. In short, the hearing was adjourned to February 16, 2010.

Subsequently, while the tenant appeared at the hearing on February 16, 2010, the landlord was not in attendance. In the result, a decision was issued on February 16, 2010, pursuant to which the landlord was ordered to repay to the tenant the security deposit, the pet damage deposit and interest in the combined total amount of \$407.63.

Thereafter, pursuant to sections 79(2)(a) & (b) of the Act, the landlord applied for leave for review of the decision dated February 16, 2010. By decision dated February 23, 2010, the dispute resolution officer granted the application for leave for review, and the subject face-to-face hearing was subsequently scheduled.

Currently, the matters in dispute are mainly comprised of determining the disposition of property belonging to the respective parties, and determining the disposition of the monetary claims being advanced by both parties.

Section 63 of the Act provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion between the parties during the hearing led to a resolution. Specifically, it was agreed as follows:

- that the tenant's advocate(s) will contact the landlord before Friday, April 30, 2010, in order to schedule a mutually agreeable time to pick up from the landlord's residence all of the tenant's possessions which still remain there; these include, but are not necessarily limited to the "wolf painting;"

- that the parties acknowledge the whereabouts / disposition of certain of the landlord's and tenant's personal possessions are unknown, and that both parties agree not to pursue any claims against each other with respect to any of these things; such items include but are not necessarily limited to dentures, earrings, mirror(s) and a key to the unit;
- that the tenant agrees to gift to the landlord all dog blankets previously owned by the tenant and currently in the landlord's possession;
- that the tenant will give to her advocate(s) the digital / cable box in her possession which belongs to the landlord;
- that the advocate(s) will undertake to deliver the digital / cable box, as above, to the nearest Shaw outlet as soon as possible;
- that the landlord agrees not to pursue any claims against the tenant for unpaid rent and utilities, in addition to any costs associated with cleaning and repairs that may be required in the unit;
- that the tenant agrees not to pursue any claim against the landlord for the return of her security deposit, pet damage deposit and interest;
- that the above particulars comprise full and final settlement of all aspects of the dispute arising from this tenancy for both parties.

Conclusion

I hereby order the parties to comply with all terms of the agreement reached between them, as above. Pursuant to section 82(3) of the Act, the decision and order dated February 16, 2010 are hereby set aside.

DATE: April 13, 2010

Dispute Resolution Officer

