



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes:

**MNDC, OLC, LRE, OPT, LAT, FF**

### Introduction

This hearing was scheduled in response to the tenant's Application for Dispute Resolution, in which the tenant has made application requesting compensation for damage or loss under the Act, an order the landlord comply with the Act, that conditions be set on the landlord's access to the rental unit, that the tenant be provided with an order of possession, an Order to change the locks and to recover the filing fee from the landlord for the cost of this Application for Dispute Resolution.

Both parties were present at the hearing; the tenant entered the hearing 8 minutes after the start, 1:30 p.m. I then introduced myself and the participants; they were each affirmed. The application was reviewed and the tenant indicated that he wished to proceed with only a portion of his application.

### Preliminary Matters

The tenant testified that he is no longer staying at the rental unit, as a result of having been locked out by the landlord on June 1, 2011. The tenant did not indicate any desire to obtain possession of the rental unit.

The tenant wished to proceed with the portion of his application requesting the landlord be ordered to comply with the Act as the tenant wishes to retrieve his personal belongings from the rental unit.

The balance of the tenant's application was withdrawn.

### Issue(s) to be Decided

Must the landlord be Ordered to comply with the Act?

### Mutually Settled Agreement/Order

During the hearing the landlord and tenant agreed to meet at the rental unit on July 7, 2011, at 4:30 p.m. at which time the tenant will retrieve all of his personal property.

Further, pursuant to section 62(3) of the Act, I Ordered the landlord to allow the tenant access to the rental unit on July 7, 2011, at 4:30 p.m. so that he may retrieve all of his possessions.

The tenant testified that he is now residing elsewhere. The landlord stated she wanted to tenant to retrieve his belongings on July 1, 2011, as rent will be due; the tenant stated he was not available until July 7, 2011.

The parties were informed that if the tenant fails to retrieve all of his belongings on July 7, 2011, at 4:30 p.m. the landlord must deal with any of the tenant's property that remains on the residential property, as provided by the Act and Regulation.

The landlord stated the tenant changed the locks to the rental unit without permission; the landlord then changed the locks. The tenant testified that he was locked out of the rental unit effective June 1, 2011.

I find the matter before me could have been settled by mutual agreement outside of this hearing; therefore, I decline filing fee costs.

### Conclusion

The tenant withdrew all portions of his application except that requesting the landlord be Ordered to comply with the Act.

The parties agreed and I Ordered that the tenant attend at the rental unit on July 7, 2011, at 4:30 p.m. at which time the tenant will be provided access to the unit in order to retrieve all of his personal property.

Any of the tenant's belongings left on the residential property after July 7, 2011, will be dealt with as provided by the Act and Regulation.

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: June 29, 2011.

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Residential Tenancy Branch