



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes RPP, AAT

Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for an order to access the unit to obtain the Tenant’s personal property.

Both Parties attended the conference call hearing. At the outset, both Parties indicated their desire to reach an agreement to resolve the dispute and during the Hearing did reach a settlement agreement.

Preliminary Matter

At the onset of the Hearing, the person attending the Hearing confirmed that she was a Landlord along with the person named in the application as the Landlord. It is noted that both of these persons are named as Landlords in the tenancy agreement.

Accordingly, and with no objections from either Party, this application is amended to include both persons as Landlords.

Agreed Facts

The tenancy began on June 1, 2011. Rent in the amount of \$650.00 was payable in advance on the first day of each month. At the outset of the tenancy, the Landlord collected a security deposit from the Tenant in the amount of \$325.00. In November 2011, the Tenant failed to pay rent and on or about November 15, 2011, the Landlord asked the Tenant to pay the outstanding rent by November 19, 2011 or the Tenant would be served with a Notice to End Tenancy. The Tenant states that she left the unit to stay with a friend at this point and returned on November 20, 2011 to find the unit locked and the Landlord refusing entry to the Tenant. The Landlord does not deny this

refusal and states that after speaking with the Residential Tenancy Branch, she unlocked the unit but could not locate the Tenant to advise her that the unit was now unlocked. The Tenant states that she is now living elsewhere and only wants her possessions returned to her. The Parties reached an agreement to settle the dispute for the return of the Tenant's belongings.

Settlement Agreement

Section 63 of the Act is set out as follows:

- (1) The director may assist the parties, or offer the parties an opportunity, to settle their dispute.
- (2) If the parties settle their dispute during dispute resolution proceedings, the director may record the settlement in the form of a decision or order.

Given the authority under the Act, the parties desire to settle their dispute during the proceedings, and agreement reached between the parties during the proceedings, I find that the parties have settled their dispute over the monetary amount owing and the following records this settlement as a decision:

The Parties mutually agree as follows:

- 1. The Landlord will ensure that the Tenant has access to the unit and can pick up the Tenant's belongings anytime on Saturday December 17, 2011**
- 2. The Tenant will call the Landlord up to an hour in advance of the Tenant's arrival at the unit by calling the Landlord on the Landlord's cell phone.**
- 3. These terms comprise the full and final settlement of all aspects of this dispute for both Parties.**

Conclusion

The Parties have resolved the dispute as set out above on the mutually agreed upon terms.

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: December 12, 2011.

Residential Tenancy Branch