



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **Decision**

**Dispute Codes:** RPP, FF

### **Introduction**

This Dispute Resolution hearing was convened to deal with an Application by the tenant seeking the return of the tenant's property or compensation for loss under the Act.

Both parties were present at the hearing. At the start of the hearing I introduced myself and advised the participants that the hearing would need to be adjourned due to the fact that there is a no contact order stating that the tenant is not to have any contact or communication directly or indirectly with either of the two landlords.

The parties were given two choices:

- To reconvene the teleconference hearing once the tenant gets the no contact order's conditions varied to permit attendance at a telephone hearing attended by the landlords, or
- To adjourn the hearing to be held by written submissions only.

### **Issue(s) to be Decided**

- Is the tenant entitled to the return of property held in the landlord's possession?

### **Background and Evidence**

Both parties stated that either of the above options would cause delays and expenses. The landlord and the tenant both indicated that they did not want to prolong the matter with an adjournment. Both parties stated that they wanted to get the issue of the tenant's property, now being held by the landlord, resolved without further delay and costs.

The tenant stated that all of his worldly goods had been wrongfully confiscated by the landlord and he was now enduring hardship doing without them, as well as anxiety from the fear that his possessions will be disposed of if they are not retrieved from storage.

The landlord confirmed that the tenant's possessions will likely be disposed of in the near future.

The landlord stated that, in her opinion, continuing with the hearing would not be in violation of the no contact order. The landlord stated that they wanted to release the tenant's possessions as soon as possible because they want to avoid remaining involved with the tenant further. According to the landlord, the tenant's property is at imminent risk of being seized for nonpayment of the storage fees.

The parties were canvassed individually to see if some kind of mutually convenient arrangement could be made to release the property to the tenant forthwith, without danger of violating the no contact order in such a way that prevented the parties from prohibited contact.

The landlord testified that the tenant's personal property was removed from the rental unit on April 1, 2013 as the fixed term lease had ended. The landlord testified that the tenant had not been living in the unit since March 16, 2013 when he was detained by police, after which a no contact order was imposed. The landlord initially stated that the storage company, where the property is being stored, would not release the tenant's goods, until he paid the accrued storage fees in the amount of \$1,410.00. However, it was later revealed that the landlord already paid two months of the storage fees up until June 1, 2013 and there is now only a balance of \$124.00 due.

The landlord agreed to turn over the storage account to the tenant by advising the storage company that the tenant will now have sole authorization to retrieve his possessions or pay to continue to store his possessions. The landlord stated that this can be arranged with no contact whatsoever between the landlord and tenant. The landlord provided the name of the storage company.

The tenant agreed to pay the \$124.00 now owed to the storage company for the overdue rent for June 2013 and agreed take over his account and be responsible for his own property, without contacting the landlord. The tenant agreed that the return of all of his property in the manner described above is sufficient to resolve the dispute before me.

The parties are aware that any monetary claims that stem from the property issue or other tenancy matters can be pursued later through an application for dispute resolution by either party in future.

Based on the mutual agreement of the parties, I find that the matter under dispute has been resolved, provided that the above terms are met. The tenant's application is dismissed with leave to reapply.

I find that, under the circumstances, no order need be issued in regard to the tenant's application.

**Conclusion**

This matter has been resolved between the parties by mutual agreement and no order is necessary at this time.

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 25, 2013

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Residential Tenancy Branch