



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, ERP, RPP, AAT

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- a monetary order for compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67;
- an order to the landlord to make emergency repairs to the rental unit pursuant to section 33;
- an order to allow access to or from the rental unit for the tenant pursuant to section 70; and
- an order requiring the landlord to return the tenant's personal property pursuant to section 65.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions and to cross-examine one another. The landlord confirmed that he had received a copy of the tenant's dispute resolution hearing package sent by the tenant by registered mail on June 13, 2013.

At the commencement of the hearing, the parties confirmed that the landlord acted on an Order of Possession issued to him by another Arbitrator appointed under the *Act* and after obtaining a writ of possession from the Supreme Court of B.C. As the landlord has possession of the rental unit and has changed the locks, the tenant withdrew her applications for emergency repairs.

Issues(s) to be Decided

Should the tenant be allowed to access the rental property to obtain personal possessions currently held by the landlord? Should a monetary order be issued in the tenant's favour?

Background and Evidence

This periodic tenancy began on July 18, 2012. Monthly rent was set at \$700.00, payable in advance on the first of each month. The landlord continues to hold the tenant's \$375.00 security deposit paid on or about July 15, 2012.

The tenant applied for a monetary award of \$800.00, the estimated value of the personal possessions that she alleged have been seized by the landlord when he took possession of the rental unit and changed her locks. She testified that her television, a bed, clothing and other personal possessions remained in the rental unit when the landlord took possession of the rental unit.

The landlord said that a judge ordered the tenant to remove all of her belongings during the five-day period from June 25-29, 2013. When she had not done so at the end of this period, he took possession of the rental unit and changed the locks. The landlord confirmed that some of her belongings, including her bed, a television and some clothing remained in the rental unit. He also said that there was much garbage left behind at the end of her tenancy and he is in the process of trying to clean the premises and repair damage that arose during the tenancy. He said that he had no use for these items and expressed a willingness to allow her to remove them from the premises.

Analysis

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to 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 the hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to a final and binding resolution of this dispute under the following terms:

1. Both parties agreed to meet at the rental unit at 5:00 p.m. on the afternoon of this hearing, July 11, 2013.
2. The landlord agreed to allow the tenant access to the rental premises to retrieve anything of value that remains in the landlord's care when she attends the rental unit on July 11, 2013.
3. Both parties agreed that if the tenant is unable to obtain the use of a truck to remove her belongings at the appointed time as set out above, she will telephone the landlord to make mutually agreeable alternative arrangements whereby she can visit the rental premises and remove her belongings by 5:00 p.m. on Saturday, July 13, 2013.

4. Both parties agreed that this settlement agreement constituted a final and binding resolution of all issues arising out of this tenancy.

Conclusion

To give effect to the settlement agreement reached by the parties, I order the landlord to allow the tenant to access the rental unit at 5:00 p.m. on July 11, 2013, or at a mutually agreed upon alternative date and time, not to extend beyond 5:00 p.m. on July 13, 2013, for the purposes of removing anything of value that the tenant wishes to retrieve from the landlord's care.

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: July 11, 2013

Residential Tenancy Branch

