



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

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

Introduction

This was a hearing with respect to applications by the tenant and by the landlord. The hearing was conducted by conference call. The tenant and the landlord called in and participated in the hearing

Issue(s) to be Decided

Is the tenant entitled to a monetary award and if so, in what amount?
Is the landlord entitled to a monetary award and if so, in what amount?

Background and Evidence

The tenant applied on July 10, 2013 to claim compensation for furniture and belongings that she claimed she was prevented from recovering from the rental property after her tenancy ended on July 15, 2011. The tenant claimed payment of \$5,000.00 for her belongings. On November 4, 2013, the landlord filed a cross-application to the tenant's claim; he claimed payment of \$10,500.00 for lost rent, storage of furniture, damage to the rental unit.

At the hearing the tenant said that she no longer wanted to pursue her claim because it was too stressful and she is in poor health. She proposed that she would withdraw her claim against the landlord and agreed that she would not pursue any claims against the landlord in any forum if he agreed to withdraw his claim against her.

The landlord was reluctant to accept the tenant's proposal. He maintained that the tenant had accused him of stealing some of her belongings and demanded that the tenant confirm that she does not allege that the landlord has stolen any of her belongings.

During the hearing the tenant confirmed her desire to withdraw her claim and settle all disputed matters relating to the tenancy. She stated that she does not claim that the landlord has stolen any of her belongings and said that she will not make such a claim in the future. She then apologised to the landlord and said that she would send him a signed statement that she does not believe that the landlord has stolen any of her belongings and would make no such claim in the future.

The landlord then stated his reluctant consent to the settlement proposal and agreed to abandon his claim against the tenant.

Conclusion

The tenant's claim was submitted days before the expiry of the two year limitation period provided by the *Residential Tenancy Act*. The evidence in support of the tenant's claims was scant; there were no receipts for any of the claimed losses. The landlord's claim was retaliatory and brought in response to the tenants' claim. It was filed on November 4, 2013 and the landlord did not submit documents to support his claim for \$10,500.00, apart from a handwritten note and several photographs showing the tenant's belongings stored in the garage.

The tenant has agreed to withdraw her claim and abandon any claims arising out of the tenancy. The landlord also agreed to withdraw his claim. Pursuant to the agreement of the parties, the tenant's application for dispute resolution and the landlord's application for dispute resolution are each dismissed without leave to reapply. All matters relating to the tenancy have now been settled and the limitation period for making any claim related to the tenancy has expired, thereby barring any future claims by either party.

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: November 15, 2013

Residential Tenancy Branch

