



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **AGREEMENT REACHED BETWEEN BOTH PARTIES**

Dispute Codes      ET, FF

### Introduction

This matter dealt with an application by the landlord for an Order of Possession based on their application for an Early End to Tenancy and to recover the filing fee from the tenant for the cost of this application.

Through the course of the landlords application. The Parties did not require me to make a decision in this matter but required me to record the agreement they mutually reached.

This agreement is as follows:

- The parties agree that the tenancy will end as of today's date.
- The parties agree the landlord will collect the keys for the building and unit from the hospital where the tenant is currently residing.
- The parties agree the landlord may pack up the tenant's belongings and store them in the building for a period of 60 days.
- The parties agree the landlord may dispose of any unsafe or unsanitary items.
- The parties agree the landlord may keep the tenants security deposit of \$187.50 in payment to pack up the tenant's belongings and clean the unit

- The parties agree the tenant will pay the landlord \$100.00 per month for the period the landlord stores the tenant's belongings not exceeding 60 days. These sums will be paid to the landlord by the tenant by cash or cheque.
- The parties agree that if the tenants belongings are stored by the landlord for a longer period then 60 days the landlord and tenant will either enter into a new agreement concerning the storage of the tenant's belongings prior to the 60 days expiring or the landlord will dispose of them in accordance with the Residential Tenancy Regulations part five

### Conclusion

Both Parties have reached an agreement during the hearing and this agreement has been recorded by the Arbitrator pursuant to section 62 of the *Act* in full, final and binding settlement of the landlord's application.

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: January 03, 2014

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Residential Tenancy Branch

