

Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

<u>Dispute Codes</u> MNDC, MNSD, RPP

<u>Introduction</u>

This matter dealt with an application by the Tenant for compensation for damage or loss under the Act, regulations or tenancy agreement, to recover the security deposit and to recover personal property.

During the course of the hearing, the parties reached an agreement to settle these matters, on the following conditions:

- 1. the Landlord and Tenant agreed that the Tenant will phone the Landlord to make an appointment to pick up his belongings within the next 30 days. The Parties agreed the pickup time will be between 7:00 a.m. and 3:00p.m. Monday through Thursday or between 3:00 p.m. and 11:00 p.m. on Friday.
- 2. The Parties agreed that the Tenant will forfeit the security deposit of \$325.00 to the Landlord as full settlement of all monetary claims the Landlord has with regard to this tenancy. These includes the March, 2014 rent of \$650.00 because of improper notice to end the tenancy by the Tenant, any and all storage fees and the outstanding utility bill that the Landlord paid.

Under section 63 (1) the director can assist parties or offer parties an opportunity to settle their dispute. Pursuant to section 63 of the Act the Landlord and the Tenant agreed to the above arrangement.

As no further action is required on this file, the file is closed.

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Conclusion

The Parties agreed to the above arrangement as full settlement of this tenancy.

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 22, 2014

Residential Tenancy Branch