



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, MNDC, RPP, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant to cancel a 1 Month Notice to End Tenancy for Cause, issued on April 12, 2014 and for a monetary order for loss under the Act or to have the landlord return the tenant's personal property.

Both parties appeared, gave testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing.

Preliminary Matter – June 3, 2014

The tenant testified that she did not receive evidence from the landlord until June 1, 2014 and has not had a chance to review and response. The tenant stated that she seeks an adjournment. The landlord stated she is busy and does not deny the evidence was served on June 1, 2014.

As a result, I find an adjournment is appropriate in this case to give the tenant a fair opportunity to review the evidence as it is relevant to the issues.

However, the parties have agreed to an interim settlement agreement that may result in final conclusion of the matter.

INTERIM SETTLEMENT AGREEMENT

1. The parties agreed to mutual end the tenancy on August 31, 2014;
2. The landlord agreed that she took the tenants personal property, which was a child's playhouse and sold it on a popular website as she mistakenly thought it was part of the property when purchased the property for the previous owner;
3. The landlord agreed to replace the playhouse with the model that is currently at Costco;
4. The tenant agreed that she will attend Costco today June 3, 2014, and look at their playhouse model to determine if that model is acceptable and will notify the landlord immediately of her decision;

5. The landlord agreed that if model is accepted that she will purchase the playhouse on June 4, 2014, and will have the playhouse erected no later than June 11, 2014;
6. The parties agreed if the playhouse is not erected by that date that the tenant will have the playhouse erected; and
7. The parties agreed that this matter should be adjourned should the above interim settlement not resolve the issues between the parties.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*.

Preliminary matter – August 15, 2014

On August 15, 2014, this matter was set for reconvene hearing by telephone conference call at 9:30 A.M. The line remained open while the phone system was monitored for ten minutes and no participant called into the hearing during this time. Therefore, as neither party attended the hearing by 9:40 A.M., I can only conclude that the interim settlement agreement resolve the matters in the tenant's application.

Conclusion

The tenant's application was resolved by settlement agreement in accordance with section 63 of the Act.

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: August 15, 2014

Residential Tenancy Branch

