



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPL, MNDC, FF

### Introduction

This hearing dealt with applications by both the landlord and the tenant.

The landlords applied, pursuant to the *Residential Tenancy Act* (the *Act*) for:

- an Order of Possession for landlord's use pursuant to section 55;
- a monetary order for unpaid rent, damage or loss pursuant to section 67; and
- authorization to recover her filing fee for this application from the tenant pursuant to section 72.

The tenant applied, pursuant to the *Act* for cancellation of the notice to end tenancy, return of her security deposit and personal property as well as other items relating to the continuation of the tenancy, including dispute of a rental increase and a monetary award for temporarily moving and damaged property.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony and to make submissions. Both parties confirmed receipt of the other party's Application for Dispute Resolution package but neither had received the other's late evidence submitted to the Residential Tenancy Branch in the last two days before the hearing. These late submissions were not considered in this matter. Before the conclusion of this hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

### Background and Evidence

This tenancy began in March 2010. The current rental amount is \$900.00 due on the first of each month. The landlord holds a security deposit in the amount of \$500.00 that the tenant paid on March 16, 2010.

On August 1, 2014, the landlord began renovations on the residential premises, including the rental unit. Both parties testified that, at that time, the tenant ceased to

reside on the premises because of the renovations. The tenant testified that she was scheduled to return to reside on the premises on October 1, 2014. However, the renovations were not complete and had grown in scale. As of the date of this hearing, the tenant has been unable to return to reside in the rental unit.

The landlord testified that she served a two month notice to the tenant by posting it on her door September 22, 2014. She presented a proof of service with a witness signature. The tenant claimed she did not receive the notice until months later as she was not attending the premises on a regular basis. She did attend occasionally to pick up her mail.

During the time that the tenant has lived elsewhere, the landlord has stored the tenant's property, mainly in a "pod" on the residential property, at a monthly cost to the landlord. Some large items, including the tenant's furniture, remained within the rental unit. During this time, a flood occurred within the unit. Neither party were able to indicate what, if any damage had been done to the tenant's furniture.

The landlord applied for an order of possession and a monetary order for "landlord's use" of the property and for storage of the tenant's belongings.

The tenant originally applied to cancel the notice to end tenancy and for a monetary order with respect to damage and other costs of moving. She also sought an order to allow her to attend to the property and retrieve her belongings.

Both parties agreed, at this hearing, that the tenancy should end.

### 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. Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a decision:

### **The Parties mutually agree as follows:**

1. The tenancy will end on January 28, 2015 at 1.00 p.m.;
2. The tenant will attend the property at any hours on January 18 and January 19, 2015 to remove the property from within the rental unit;

3. The tenant will attend on any date between January 22 and January 28, 2015 to remove the property from within the storage pod;
4. The tenant will advise the landlord when she is planning to attend the residential premises by submitting an email 12 hours in advance of attending the premises;
5. All property belonging to the tenant will be removed by the tenant on or before January 28, 2015 at 1:00 p.m.;
6. The tenant will provide an address for return of the security deposit by email to the landlord by January 21, 2015;
7. The landlord will return the tenant's \$500.00 security deposit by mail no later than January 28, 2015;
8. These terms comprise the full and final settlement of all aspects of this dispute and these applications for both parties.

### Conclusion

To give effect to the settlement reached between these parties, I issue the attached Order of Possession effective January 28, 2015. The landlord is provided with this Order in the above terms and the tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

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 15, 2015

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Residential Tenancy Branch

