



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 1550 WEST 10TH HOLDING LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC, O, FF

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("Act") for:

- a monetary order for money owed or compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("Regulation") or tenancy agreement, pursuant to section 67;
- other remedies, specified as vacant possession of the tenant's storage unit; and
- authorization to recover the filing fee for this application from the tenant, pursuant to section 72.

The landlord's three agents, SBT, BF and KG (collectively "landlord") and the tenant attended the hearing and were each given a full opportunity to be heard, to present sworn testimony, to make submissions, and to call witnesses. All three of the landlord's agents confirmed that they were employed by the property management company, which manages the "landlord company" named in this application, and that they had authority to speak as agents on behalf of the landlord company at this hearing. This hearing lasted approximately 102 minutes.

The tenant confirmed receipt of the landlord's application for dispute resolution hearing package ("Application"). In accordance with sections 89 and 90 of the *Act*, I find that the tenant was duly served with the landlord's Application.

Issues to be Decided

Is the landlord entitled to a monetary award for money owed or compensation for damage or loss under the *Act*, *Regulation* or tenancy agreement?

Is the landlord entitled to vacant possession of the tenant's storage unit?

Is the landlord entitled to recover the filing fee for this Application from the tenant?

Background and Evidence

Both parties agreed that this month-to-month tenancy began on March 1, 2008. Monthly rent in the current amount of \$1,085.00 is payable on the first day of each month. A security deposit of \$475.00 was paid by the tenant and the landlord continues to retain this deposit. A written tenancy agreement was provided for this hearing. The tenant continues to reside in the rental unit.

The landlord seeks vacant possession of the tenant's storage unit and a monetary order of \$4,170.00 plus the \$50.00 filing fee. The landlord submitted that renovations had to be performed in the rental building and that other spaces had to be used for storage of items during these renovations, while the landlord waited for the tenant to return possession of the storage unit back to the landlord. Both parties agreed that the tenant paid a monthly cost for the use of this storage unit and the landlord provided a notice to the tenant in June 2015 terminating the use of the storage unit effective in August 2015. The tenant agreed that he had to return vacant possession of the storage unit back to the landlord but that he only owed a portion of the storage costs claimed by the landlord.

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. During the hearing the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time:

1. Both parties agreed that the tenant will return the keys and vacant possession of his storage unit to the landlord by 12:00 p.m. on November 5, 2015;
2. Both parties agreed that the tenant will pay the landlord a total of \$845.00 in two installments according to the following schedule: 1) \$422.50 by November 2, 2015; and 2) \$422.50 by December 1, 2015;
3. The landlord agreed to bear the cost of the \$50.00 filing fee for this Application;
4. Both parties agreed that this settlement agreement constitutes a final and binding resolution of the landlord's entire application at this hearing.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties testified at the hearing that they understood and agreed to

the above terms, free of any duress or coercion. Both parties testified that they understood and agreed that the above terms are legal, final and binding and enforceable, which settle all aspects of this dispute.

Conclusion

In order to implement the above settlement reached between the parties, I issue a monetary Order in the landlord's favour in the amount of \$845.00. I deliver this Order to the landlord in support of the above agreement for use **only** in the event that the tenant fails to abide by condition #2 of the above monetary agreement. The landlord is provided with this Order in the above terms and the tenant must be served with a copy of this Order in the event that the tenant fails to abide by condition #2 of the above monetary agreement. Should the tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

The landlord agreed to bear the cost of the \$50.00 filing fee for this 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: November 03, 2015

Residential Tenancy Branch

