



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** MND, MNSD, MNDC, FF

### **Introduction**

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for a monetary order to recover the cost of removing items left behind in the yard by the tenant, for the removal of structures erected by the tenant and for the filing fee. The landlord also applied to retain the security deposit.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The parties acknowledged receipt of evidence submitted by the other and gave affirmed testimony.

### **Issues to be decided**

Has the landlord established a claim for the cost of removing items left behind in the yard by the tenant and for the filing fee? Is the landlord entitled to retain the security deposit?

### **Background and Evidence**

The tenancy started on October 01, 2011 and ended on June 26, 2015. Prior to moving in the tenant paid a security deposit of \$325.00.

The tenant agreed that he had left behind some of his belongings and had built structures for use by his horses, which were still standing in the yard. The tenant stated that some items were sold, but the landlord did not allow the purchasers to pick up the items. The landlord filed photographs of the items left behind and stated that she had an estimate of \$5,500.00 for the removal of these items. The landlord had not yet had the items removed and had not yet incurred the cost of doing so.

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

## **Analysis**

Pursuant to Section 63 of the *Residential Tenancy Act*, the Arbitrator may assist the parties settle their dispute and the settlement may be recorded in the form of a decision or an order.

The parties reached an agreement to settle these matters, on the following conditions:

1. The tenant agreed to have all his belongings and structures installed by him, removed from the yard on or before 1:00pm on February 01, 2016.
2. The landlord agreed to grant the tenant the additional time and agreed to a deadline of 1:00 pm on February 01, 2016, for the removal of all items and structures from the yard.
3. The tenant agreed that if the yard was not cleared off his items and the structures installed by him, by 1:00pm on February 01, 2016, the landlord could hire garbage removal services to do so, at the tenant's expense.
4. Both parties stated that they understood and agreed that the above particulars comprise **full and final settlement** of all aspects of the dispute for both parties.

I allow the landlord to retain \$50.00 from the security deposit towards the recovery of the filing fee. I also order the landlord to return the balance of the deposit plus accrued interest **after** the tenant has complied with the terms of the above agreement. If the tenant does not comply with the terms of the agreement, the landlord may make application to retain the balance of the security deposit towards costs incurred by her for the removal of the tenant's belongings and structures installed by him.

## **Conclusion**

Pursuant to the above agreement, I order the tenant to remove all items that belong to him and structures installed by him in the yard on or before **1:00 pm on February 01, 2016**. The landlord may retain \$50.00 from the security deposit.

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: December 03, 2015

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Residential Tenancy Branch

