



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPL OPB MNSD MNDC FF

Introduction

This hearing was convened as a result of the landlord's application for dispute resolution under the *Residential Tenancy Act* (the "*Act*"). The landlord applied to end the tenancy early and obtain an order of possession.

The tenant and the landlord attended the hearing. The parties gave affirmed testimony, were provided the opportunity to present their evidence orally and in documentary form prior to the hearing, and make submissions to me.

The tenant confirmed that she received the landlord's documentary evidence prior to the hearing and that she had the opportunity to review the landlord's evidence. The tenant confirmed that she did not submit documentary evidence in response to the landlord's application.

Preliminary and Procedural Matters

As the tenancy had not ended as of the date of the hearing, I find the landlord's request to retain the tenant's security deposit is premature and will not be considered as the tenancy has not ended as of the date of this hearing.

In addition, while the parties reached a mutually settled agreement pursuant to section 63 of the *Act* during the hearing, their agreement was in relation to the end of tenancy and order of possession only. Therefore, the only matter I will consider further below will be the landlord's monetary claim of \$285.00.

Settlement Agreement

During the hearing, the parties agreed to settle the end of tenancy and order of possession matters, on the following conditions:

1. The parties agree that the tenancy will end on **January 31, 2017 at 1:00 p.m.**
2. The landlord is granted an order of possession effective **January 31, 2017 at 1:00 p.m.** which must be served on the tenant.

This settlement agreement was reached in accordance with section 63 of the *Act*. Based on the above, the tenancy shall end on January 31, 2017 at 1:00 p.m.

Issue to be Decided

- Is the landlord entitled to a monetary order under the *Act*, and if so, in what amount?

Background and Evidence

Regarding the landlord's monetary claim, the landlord affirmed that she is seeking compensation in the amount of \$285.00 for cover the costs of storage fees that she paid due to storing her items in a storage locker.

Analysis

Based on the documentary evidence and the oral testimony provided during the hearing, and on the balance of probabilities, I find the following.

The landlord was advised during the hearing that her monetary claim was being dismissed in full due to their being no remedy under the *Act* for the type of monetary claim submitted by the landlord as I find the landlord made the decision to incur a loss based on the landlord's testimony. In addition, I find that such a decision is not the responsibility of the tenant and is not a part of the tenancy agreement.

Given the above, I do not grant the landlord the recovery of the cost of the filing fee.

Conclusion

I order the parties to comply with the terms of their mutually settled agreement described above.

The landlord has been granted an order of possession pursuant to section 55 of the *Act* effective January 31, 2017 at 1:00 p.m. This order must be served on the tenant and

may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

The landlord's monetary claim and request for the recovery of the cost of the filing fee are dismissed without leave to reapply.

As indicated above, the landlord's claim towards the tenant's security deposit and pet damage deposit is premature as the tenancy does not end until January 31, 2017 at 1:00 p.m.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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 27, 2017

Residential Tenancy Branch