



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPT,

Introduction

The Application for Dispute Resolution filed by the Tenant seeks the following:

- a. A tenant's Order of Possession.
- b. An order allowing access to (or from) the rental unit for the tenant or the tenant's guests.

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the Application for Dispute Resolution/Notice of Hearing was served on the landlord by mailing, by registered mail to where the landlord carries on business on January 13, 2017. With respect to each of the applicant's claims I find as follows:

The tenant submits the landlord illegally evicted her. The landlord testified the rental unit that had been occupied by the tenant has been rented to a third party. The parties reached a settlement of this matter which involved the payment of monetary compensation to the Tenant. In order to facilitate the settlement I ordered the tenant's application be amended to include a claim for monetary compensation.

Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the tenant is entitled to a tenant's Order of Possession?
- b. Whether the tenant is entitled to an order allowing access to (or from) the rental unit for the tenant or the tenant's guests.
- c. Whether the tenant is entitled to a monetary order and if so how much?

Background and Evidence

The tenancy began on November 1, 2016 when the parties entered into a month to month tenancy. The tenancy agreement provided that the tenant(s) would pay rent of \$675 per month payable in advance on the first day of each month. The tenant(s) paid a security deposit of \$337.50 at the start of the tenancy.

On November 14, 2016 the landlord evicted the tenant but failed to follow the procedures set out in the Residential Tenancy Act. The landlord testified the rental unit has been rented to a third party. The landlord reimbursed the rent for the period November 15, 2016 to November 30, 2016.

The tenant seeks compensation for the return of her security deposit, moving expenses, additional rent and goods lost in the move.

Settlement:

Rather than continue with the litigation of the matters set out in the Application the parties reached a settlement and they asked that I record the settlement pursuant to section 63(2) as follows:

- a. The landlord shall return the tenant's backpack to the Tenant provided the Tenant make arrangements to pick it up.
- b. The landlord shall pay to the Tenant the sum of \$1200.
- c. This is a full and final settlement of all claims and each party releases and discharges the other from all further claims with respect to this tenancy.

As a result of the settlement I ordered that the landlord pay to the Tenant the sum of \$1200.

All other claims in this application are dismissed.

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial Court and enforced as an Order of that Court.

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: February 02, 2017

Residential Tenancy Branch

