



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNDC, OLC, OPT, RR, FF, O

### Introduction

This hearing was convened by way of conference call in response to the Tenant's Application for Dispute Resolution (the "Application"). The Tenant filed for the following requests: for money owed for damage or loss under the *Residential Tenancy Act* (the "Act"), regulation or tenancy agreement; for the Landlord to comply with the Act, regulation or tenancy agreement; for an Order of Possession back into the rental unit; for a reduction in rent for repairs, services or facilities agreed upon but not provided; to recover the filing fee; and for 'Other' issues.

Both parties appeared for the hearing and provided affirmed testimony. The Landlord confirmed receipt of the Tenant's Application and his documentary evidence which comprised of rent receipts paid in this tenancy. The Tenant confirmed receipt of the Landlord's 13 pages of documentary and photographic evidence. The hearing process was explained to the parties and no questions were asked of how the proceedings would be conducted. The parties were given a full opportunity to present evidence, make submissions to me, and cross examine the other party on the evidence provided.

### Preliminary Issues

At the start of the hearing, the Tenant confirmed that he did not want an Order of Possession to get back into the rental unit in which he was living in. Therefore, I dismissed this portion of the claim without leave to re-apply.

After the parties had finished providing their evidence and submissions, the Tenant confirmed that his objective and his request for "other" issues was to obtain more time to remove his personal property back from the dispute address property. The Tenant suggested that he be given until the end of August 2017 to do this. The Landlord

carefully considered this proposal and after some discussion the parties agreed to resolve this dispute by mutual agreement.

### Settlement Agreement

Section 63 of the Act, allows an Arbitrator to 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. As a result, I assisted the parties to craft the following agreement.

The Landlord agreed to allow the Tenant up until August 31, 2017 to remove all of the items the Tenant has stored in the two storage locations at the dispute address. If the Tenant does not remove all of his property after this date, the Landlord is at liberty to dispose of the items left behind and seek disposal costs from the Tenant through application. If the Landlord disposes of the Tenant's personal property prior to August 31, 2017, the Tenant is at liberty to file a claim for the loss of the disposed property. The parties should gather and retain sufficient evidence of any breach of this agreement.

The parties confirmed during and at the end of the hearing that this agreement was made voluntarily between the parties and that it was in full and final satisfaction of the Tenant's Application and the issues in this tenancy. The parties confirmed their understanding that full and final satisfaction means that the no further applications are permitted and the matters in this tenancy have all been resolved by the agreement, including the Tenant's monetary claim and any loss to the Landlord, apart from the remedies outlined above.

Once the Tenant has removed all of his belongings by the agreed date, this will signal the end of the matter and this dispute. I made no legal findings in this matter as the parties reached mutual agreement pursuant to Section 63 of the Act. This agreement and order is fully binding on the parties and is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: July 14, 2017

---

Residential Tenancy Branch