



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding COLDWELL BANKER SLEGG REALTY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNL FF RPP OLC

Introduction

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

- cancellation of a 2 Month Notice to End Tenancy for landlord's use;
- an order directing the landlord to return the tenant's personal property;
- an order directing the landlord to comply with the *Act* pursuant to section 62; and
- a return of the filing fee pursuant to section 72 of the *Act*.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to call witnesses, and to make submissions.

Following opening remarks the tenant confirmed that he had vacated the rental unit and was only pursuing the portion of his application related to the return of his personal property.

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, 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) The landlord agreed to meet with the tenant at 1:00 P.M. on March 3, 2018 to allow the tenant to gain access to his personal property.
- 2) The tenant agreed to remove all of his personal property from the rental unit.
- 3) Both parties agreed that this settlement agreement constituted a final and binding resolution of the tenant's application.

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.

As the parties agreed to settle their dispute, the tenant must bear the cost of the associated filing fee.

Conclusion

The landlord and the tenant agreed to meet at 1:00 P.M. on March 3, 2018 to allow the tenant to remove all personal property from the rental unit.

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 26, 2018

Residential Tenancy Branch