



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      RPP, MNDC

### Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order for the return of the Tenant’s personal property - Section 65;
2. A Monetary Order for compensation - Section 67; and

The Landlord and Tenant were each given full opportunity under oath to be heard, to present evidence and to make submissions. During the hearing both Parties indicated their desire to reach an agreement to resolve the dispute and did reach a settlement agreement. The Parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the Parties understood the nature of this full and final settlement of this matter.

### Undisputed Facts

The tenancy began in February 2015. Rent of \$1,100.00 was payable on the first day of each month. At the outset of the tenancy the Landlord collected \$575.00 as a security deposit. The Landlord is still holding the security deposit. On October 29 or 30, 2017 the Landlord served the Tenant with a two month notice to end tenancy for landlord’s use (the “Notice”). The stated purpose for the Notice was that the unit had been sold and the purchaser intended to move into the unit. The stated effective date of the

Notice was either December 31, 2017 or January 1, 2018. The Tenant did not dispute the Notice and was admitted to hospital on December 28, 2017. The Tenant was unable to inform the Landlord of its whereabouts. A few days into January 2018 the Landlord entered the unit, removed the Tenant's belongings, and placed them in storage.

#### Settlement Agreement

**The Parties mutually agree as follows:**

- 1. The Tenant will pay the Landlord \$150.00 no later than midnight on April 30, 2018;**
- 2. The Landlord will ensure the Tenant's access to the storage unit containing the Tenants belongings and the Parties will contact the storage company by no later than 5:00 p.m. on April 30, 2018 to have the storage unit agreement placed in the Tenant's name;**
- 3. The Landlord and Tenant have no further claims against each other and will not in the future make any claims against each other in relation to any aspect of the tenancy; and**
- 4. These terms comprise the full and final settlement of all aspects of this dispute for both Parties.**

Section 63 provides that if the parties settle their dispute during dispute resolution proceedings, the settlement may be recorded in the form of a decision or order. Given the mutual agreement reached during the Hearing, I find that the Parties have settled their dispute as recorded above. To give effect to the agreement I order the Landlord to ensure the return of the Tenant's property by ensuring the Tenant's access to the storage unit as set out above. I also grant the Landlord a monetary order to give effect to the Tenant's agreement to pay the Landlord as set out above.

Conclusion

The Parties have settled the dispute.

I grant the Landlord an order under Section 67 of the Act for **\$150.00**. If necessary, this order may be filed in the Small Claims 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: April 30, 2018

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Residential Tenancy Branch