



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

MNDC; MNSD; RPP

Introduction

This is the Tenant's Application for Dispute Resolution seeking compensation for damage or loss under the Act, regulation or tenancy agreement; return of the security deposit; and return of her personal property.

Both parties attended the Hearing, which took place by teleconference. The parties gave affirmed testimony.

The Tenant testified that she served the Landlord with the Notice of Hearing documents by leaving the documents with the Landlord at his place of residence "within 2 days of picking it up from the Access Service office". The Landlord testified that he sent his documentary evidence, by registered mail, to the Tenant on April 25, 2018.

Issue(s) to be Decided

Is the Tenant entitled to a monetary award and return of her personal property?

Background and Evidence

This tenancy began on August 1, 2016. Monthly rent was \$1,450.00, due on the first day of each month. The Tenant paid a security deposit in the amount of \$725.00.

The Tenant testified that the tenancy ended on April 1, 2018, when the Landlord changed the locks to the rental unit. The Landlord testified that the tenancy ended on December 31, 2017, when the Tenant moved out and her ex-husband moved in without the Landlord's permission.

The Tenant stated that she gave the Landlord her forwarding address in writing when she gave him the rent for March, 2018. The Landlord stated that he did not receive the Tenant's forwarding address until he received a copy of her Application with the Notice of Hearing documents.

The Tenant stated that the Landlord threw out her belongings and that she is seeking compensation for the cost of replacing them. The Landlord stated that the Tenant left some garbage at the rental property, and that he still has two children's bikes and a Christmas tree that belong to the Tenant. The Landlord stated that the Tenant owes him money for unpaid rent and for damage to the rental unit.

The parties came to an agreement to settle any and all claims arising from this tenancy. Pursuant to the provisions of Section 63 of the Act, I have recorded their agreement in the "Conclusion" section of this Decision.

Conclusion

In full and final settlement of any and all claims arising from this tenancy, the parties agree that the Landlord will keep the security deposit in the amount of \$750.00 and that the Tenant will pick up two bikes and a Christmas tree from the rental property at 10:00 a.m., June 7, 2018.

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: June 12, 2018

Residential Tenancy Branch