



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNDCT, MNSD, RPP

### Introduction

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

- a monetary order for compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67;
- authorization to obtain a return of all or a portion of her security deposit pursuant to section 38; and
- an order requiring the landlord to return the tenant's personal property pursuant to section 65;

The landlord and the tenant attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another. The tenant had an advocate present to assist her.

### 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 this hearing, the parties reached an agreement to settle their dispute.

Both parties agreed to the following terms of a final and binding resolution of the tenant's application and the issues in dispute arising out of this tenancy at this time and that they did so of their own free volition and without any element of coercion:

1. Both parties agreed that the landlord will retain the tenant's security deposit in the amount of \$1,100.00 in full satisfaction of all outstanding rent for the rental unit.

2. Both parties agreed that the tenant will pay the landlord \$200.00 for a natural gas bill on or before October 19, 2018.
3. Both parties agreed that the tenant will attend the rental unit on October 17, 2018, at 9:30 a.m. to retrieve their personal property, including but not limited to, two All-Terrain Vehicles (quads), the quad that is in dispute which is being stored and another quad that is currently on the property, a motor (which may be retrieved prior if agreed upon by the parties), the bed frame which is in dispute, a go kart, kids mattress, rims/tires, nightstand table, laptop and any other items that the tenant and the landlord agree upon at the time. I note that if there is concern regarding a peaceful interaction on this day, it may be advisable to have a third neutral party to keep the peace such as a peace/police officer.
4. Both parties agreed that the tenant will return the landlord's freezer at the same time that they are to retrieve their personal property on October 17, 2018.
5. Both parties agreed that any items not taken by the tenant on October 17, 2018, will be disposed of by the landlord unless otherwise agreed upon by the landlord and the tenant for an alternate retrieval date in writing. The landlord will submit evidence for any disposal expenses to be heard at the next hearing for the landlord's Application which was recently made but not able to be joined to this hearing.
6. Both parties agreed that these particulars comprise the full settlement of all aspects arising out of the tenant's application for authorization to obtain a return of all or a portion of their security deposit, for compensation under the Act and for the return of personal property made on June 27, 2018.

### Conclusion

In order to implement the above settlement reached between the parties, I grant a Monetary Order in the tenant's favour in the amount of \$1,900.00 which is comprised of \$1,200.00 for the quad and \$700.00 for the bed frame which are in dispute that the landlord has agreed to return to the tenant on October 17, 2018.

The tenant is provided with this Order and the landlord must be served with a copy of this Order as soon as possible only **after** a failure to comply with the terms of the above settlement agreement concerning the return of the quad and the bed frame. Should the

landlord fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court. If the terms of the settlement are fulfilled concerning the return of the quad and the bed frame to the tenant, this monetary order is null and void.

In order to implement the above monetary settlement reached between the parties, I also grant a Monetary Order in the landlord's favour in the amount of \$200.00 for the recovery of the tenant's utility bill that was paid by the landlord.

The landlord is provided with this Order and the tenant must be served with a copy of this Order as soon as possible **after** a failure to comply with the terms of the above settlement agreement. Should the tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court. If the terms of the settlement are fulfilled concerning the payment of the utility bill to the landlord, this monetary order is null and void.

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: October 11, 2018

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Residential Tenancy Branch