Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNDCL-S, MNDCT, MNSD, MNRL-S, MNDL-S, FFL, FFT, RPP

Introduction

A hearing was convened on September 24, 2018 in response to cross applications.

The Landlord filed an Application for Dispute Resolution in which the Landlord applied for a monetary Order for money owed or compensation for damage or loss, for a monetary Order for unpaid rent, to keep all or part of the security deposit, and to recover the fee for filing an Application for Dispute Resolution.

The Tenant filed an Application for Dispute Resolution in which the Tenant applied for a monetary Order for money owed or compensation for damage or loss, for the return of the security deposit, for the return of personal property, and to recover the fee for filing an Application for Dispute

The hearing on September 24, 2018 was adjourned for reasons outlined in my interim decision of September 24, 2018. The hearing was reconvened on November 13, 2018 and was concluded on that date.

At the reconvened hearing the Tenant stated that he was unable to pick up the Landlord's Application for Dispute Resolution and evidence package from Canada Post.

In my interim decision the Tenant was directed to contact Legal Counsel for the Landlord if he was unable to pick up the Landlord's Application for Dispute Resolution and evidence package and request a full copy of the Landlord's evidence package and Application for Dispute Resolution. The Tenant stated that he did not make any attempt to obtain these documents from Legal Counsel for the Landlord and that he was prepared to proceed with the hearing on November 13, 2018 in the absence of those

documents. As the Tenant did not make a reasonable effort to pick up these documents and he was given ample opportunity to do so, I find that the Landlord's evidence should be accepted as evidence for these proceedings.

The parties were given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. The parties were advised of their legal obligation to speak the truth during these proceedings.

Issue(s) to be Decided

Is the Landlord entitled to compensation for damage to the rental unit, to compensation for unpaid rent?
Is the Tenant entitled to compensation for being locked out of the unit?
Should the security deposit be retained by the Landlord or returned to the Tenant?
Is there a need to issue an Order requiring the Landlord to return property to the Tenant?

Background and Evidence

After considerable discussion the Landlord and the Tenant mutually agreed to settle all issues in dispute at these proceedings under the following terms:

- the Landlord will continue to pay storage fees until December 01, 2018;
- the Landlord will relinquish her rights to the storage locker after December 01, 2018 and the Tenant will have the option of taking over that storage locker;
- the Landlord will pay the Tenant $1,350.00, via e-transfer, by November 30, 2018; and
- the Tenant retains the right to file another Application for Dispute Resolution if any of his property in the rental unit has been lost or damaged by the Landlord.

This agreement was summarized for the parties on at least two occasions and the parties acknowledged that they agreed to resolve this dispute under these terms.

The Landlord and the Tenant both acknowledged that they understand they were not required to enter into this agreement and that they understood the agreement was final and binding.

Analysis

All issues in dispute at these proceedings have been settled in accordance with the aforementioned terms.

Conclusion

On the basis of the settlement agreement I grant the Tenant a monetary Order for $1,350.00. In the event the Landlord does not voluntarily comply with this Order, it may be served on the Landlord, filed with the Province of British Columbia 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 *Act*.

Dated: November 13, 2018

Residential Tenancy Branch