



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding STERLING PROPERTY MANAGEMENT  
SERVICES and [tenant name suppressed to protect privacy]

## DECISION

Dispute Codes      RPP, FFT

On December 4, 2020, the Tenant submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (the “Act”) requesting an order for the Landlord to return the Tenant’s personal property, and to recover the cost of the filing fee. The matter was set for a participatory hearing via conference call.

The Landlords and the Tenant attended the hearing and provided testimony. They were provided the opportunity to present their relevant oral, written and documentary evidence and to make submissions at the hearing.

### Preliminary Matters

Section 63 of the Act allows an Arbitrator to 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. Accordingly, I assisted the parties to resolve this dispute by helping them negotiate terms for a Settlement Agreement with the input from both parties.

### Settlement Agreement

The Landlords and Tenant confirmed during the hearing that this agreement was made voluntarily and that it was made in full satisfaction of the Tenant’s Application.

1. The Tenant agrees to forfeit the security deposit, in the amount of \$997.50, to the Landlords.
2. The Tenant agrees to compensate the Landlords for their losses, in the amount of \$1,000.00.
3. Once the Landlords receive the \$1,000.00 payment from the Tenant, the Landlords agree to return the Tenant’s property to him by providing access to the storage locker.
4. The Tenant agrees to take over the monthly payments of the storage locker (company named on title page of this Decision), as of March 1, 2021.
5. This Application is now closed.

This agreement was summarized for the parties on two occasions and all parties in attendance at the hearing indicated that they agreed to resolve this dispute under these terms. The Landlords and the Tenant all acknowledged that they understood they were not required to enter into this agreement and that they understood the agreement was final and binding.

As the Tenant's issues were addressed by settlement, I make no award for the recovery of the filing fee.

Conclusion

The above Settlement Agreement is made in full satisfaction of the Tenant's Application.

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: March 01, 2021

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Residential Tenancy Branch