



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPT, FFL

Introduction

Pursuant to section 58 of the Residential Tenancy Act (the Act), I was designated to hear an application regarding the above-noted tenancy. The tenant applied for:

- an order of possession, pursuant to section 54; and
- an authorization to recover the filing fee for this application, under section 72.

Both parties attended the hearing. Witnesses for the tenant DD, AS and DK and for the landlord LC, DN and EC also attended. All were given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

At the outset of the hearing the attending parties affirmed they understand the parties are not allowed to record this hearing.

Per section 95(3) of the Act, the parties may be fined up to \$5,000.00 if they record this hearing: "A person who contravenes or fails to comply with a decision or an order made by the director commits an offence and is liable on conviction to a fine of not more than \$5,000.00."

Settlement

Pursuant to section 63 of the Act, an 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 the hearing the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of all issues listed in this application for dispute resolution:

1. The tenant will rent a moving truck in LA and drive it to JA. The tenant will load the moving truck with all her belongings that are in the rental unit by June 10, 2022 and drive the truck back to LA.

2. The landlord will pay the costs for renting the moving truck and the fuel to drive the truck from LA to JA and return it to LA.
3. The tenant will provide the landlord copies of the truck's rental cost and fuel expenses estimates via email and the landlord will pay this amount to the tenant via electronic transfer.
4. The tenant's gas-powered dirt bicycle was picked up by RY at the tenant's request.
5. The tenant's belongings have not been damaged.
6. Any items not picked up by the tenant will be considered abandoned items and the landlord will be authorized to dispose of them.
7. The parties will communicate via text message or email and will be respectful of each other. The parties' email addresses are recorded on the cover page of this decision.
8. The landlord will compensate the tenant the amount of \$500.00 for the food that was in the rental unit, \$150.00 for the storage of the tenant's belongings for one month and \$100.00 for a hotel night. The landlord will pay the total amount of \$750.00 by June 10, 2022.

Conclusion

As the parties have reached a settlement, I make no factual findings about the merits of this application.

To give effect to the settlement reached between the parties and as discussed with them during the hearing, pursuant to section 63(2) of the Act, I grant the tenant a monetary order in the amount of \$750.00. The monetary order for the June 10, 2022 payment may be served if the landlord defaults the June 10, 2022 payment. If the tenant fails to comply with this order the landlord may file the order in the Provincial Court (Small Claims) to be 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: June 03, 2022

Residential Tenancy Branch