



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

A matter regarding MORE THAN A ROOF HOUSING
SOCIETY and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes **RPP**

Introduction

This hearing dealt with the Tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for an Order for the return of his personal property pursuant to Sections 62, 65 and 67 of the Act.

The hearing was conducted via teleconference. The Landlord, Tenant, and the Tenant's Translator and Support attended the hearing at the appointed date and time. Both parties were each given a full opportunity to be heard, to present affirmed testimony, to call witnesses, and make submissions.

Both parties were advised that Rule 6.11 of the Residential Tenancy Branch (the "RTB") Rules of Procedure prohibits the recording of dispute resolution hearings. Both parties testified that they were not recording this dispute resolution hearing.

The Tenant testified that he served the Landlord with the Notice of Dispute Resolution Proceeding package for this hearing between December 13 and January 12, 2023 by Canada Post registered mail (the "NoDRP package"). The Tenant did not provide his Canada Post receipt or tracking number for the NoDRP package. The Landlord confirmed that he received the NoDRP package from his head office on January 12, 2023. I find that the Landlord was sufficiently served with the NoDRP package on January 12, 2023 in accordance with Section 71(2)(b) of the Act.

The Landlord served the Tenant with their evidence on April 5, 2023 by posting it on the Tenant's door. The Tenant confirmed receipt. I find the Landlord's evidence was deemed served on April 8, 2023 according to Sections 88(g) and 90(c) of the Act.

Settlement

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.

The parties reached a mutual agreement to settle this matter. The parties were advised there is no obligation to resolve the dispute through settlement, but that I could assist the parties to reach an agreement, which would be documented in my Decision.

The Parties agreed to settle this matter as follows:

1. The Landlord agrees to compensate the Tenant \$100.00 for final settlement of this matter;
2. To implement the settlement reached between the parties, and as discussed with them in the hearing, I issue a Monetary Order in the amount of \$100.00 in the Tenant's favour;
3. The Parties are ordered to comply with all these settlement terms; and,
4. These terms comprise the full and final settlement of all aspects of this dispute for both Parties.

The Parties' rights and obligations under the Act and the tenancy agreement continue until the tenancy ends in accordance with this agreement. Both Parties testified at the hearing that they confirm the accuracy of the final terms above, and that they understood and agreed to these terms, free of any duress or coercion. Both Parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

Conclusion

Given the mutual agreement reached during the hearing, I find that the Parties have settled their dispute as recorded above.

The Landlord agrees to compensate the Tenant \$100.00 as final settlement of this matter. To give effect to this agreement, I grant the Tenant a Monetary Order in the amount of \$100.00. Should the Landlord default in the payment of compensation as

agreed to, the Tenant may file the Monetary Order in the Small Claims Division of the Provincial Court of British Columbia and apply for an order by 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: April 18, 2023

Residential Tenancy Branch