



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes            LRE, FF

### Introduction

This hearing dealt with a tenant's application for return of his personal property. Both parties appeared or were represented at the hearing and were provided the opportunity to make relevant submissions, in writing and orally pursuant to the Rules of Procedure, and to respond to the submissions of the other party.

### Preliminary and Procedural Matters

The respondent appearing before me stated that she is not the landlord but is an agent for the landlord. I asked the respondent to describe the identity of the landlord as it appears on the tenancy agreement since neither party had provided me a copy of the tenancy agreement. The respondent stated that a numbered company is identified as the landlord and that the respondent is also identified as being an agent for the landlord. I also heard that the respondent signed the tenancy agreement in the space provided for the landlord's signature. The definition of "landlord" under the Act includes the following:

- (a) the owner of the rental unit, the owner's agent or another person who, on behalf of the landlord,
  - (i) permits occupation of the rental unit under a tenancy agreement,
  - or
  - (ii) exercises powers and performs duties under this Act, the tenancy agreement or a service agreement;

[Reproduced as written with my emphasis underlined]

I was satisfied that the respondent appearing before me meets the definition of landlord. Accordingly, I have referred to the respondent as the landlord for the remainder of this decision.

I noted that I had not received any written response or evidence from the landlord. The landlord explained that she did not have a service address for the tenant. The landlord explained that the service address appearing on the tenant's application is a commercial location for the tenant's former employer. The tenant responded by stating that the business he worked for belongs to

his brother and that he is able to receive mail at that address. Since the landlord did not attempt to send mail to that address, I had no evidence to suggest that the tenant could not receive mail at that address as he claimed. Accordingly, I considered the landlord to be in receipt of a service address for the tenant. In any event, the landlord was informed that the landlord would be provided the opportunity to submit the landlord's position orally during the hearing.

During the hearing, it was confirmed that the landlord is in possession of the tenant's personal property. As the hearing progressed, the criteria for determining that a tenant has abandoned their personal property were explored. After hearing from the parties and having the discussion regarding the criteria for abandonment, the landlord stated that she was willing to return the tenant's personal property to him. The parties discussed a mutually agreeable date and time and other terms.

It should be noted that during the hearing I heard from the landlord that the landlord is of the position that the tenant still owes rent to the landlord. The tenant indicated he did not agree with the landlord's position. The parties were informed that the landlord remains at liberty to file a Landlord's Application for Dispute Resolution if the landlord chooses to pursue the tenant for any damages or losses related to this tenancy and the agreement reached during this hearing in no way reflects a settlement with respect to monies owed by the tenant, if any.

Accordingly, the remainder of this decision reflects the parties' agreement with respect to return of the tenant's personal property only

#### Issue(s) to be Decided

What are the terms agreed upon by the parties during the hearing with respect to return of the tenant's personal property?

#### Background and Evidence

During the hearing, the parties agreed to the following terms with respect to return of the tenant's personal property:

1. At 10:00 a.m. on June 6, 2016 the tenant shall attend the landlord's service address for purposes of retrieving his personal property that is currently in the landlord's possession. The tenant will ensure removal of all of his personal property from the residential property.
2. Upon the tenant's attendance at the date and time specified above, the landlord will provide the tenant with access to all of his personal property and permit the tenant to remove all of his personal property unconditionally.
3. Also, when the tenant attends the residential property as provided above, the landlord will provide the tenant with a copy of the detailed inventory list the landlord made when the tenant's property was taken into the landlord's possession.
4. The tenant waives his request for recovery of the filing fee paid for this application.

5. Should the tenant fail to attend the landlord's service address as provided under term no. 1 above, the landlord is authorized to consider the tenant to have abandoned his personal property and deal with the personal property in accordance with the abandoned property rules provided in the Residential Tenancy Regulations.

#### Analysis

Pursuant to section 63 of the Act, I have the authority to assist parties in reaching a settlement agreement during the hearing and to record the agreement in the form of a decision or order.

I have accepted and recorded the mutual agreement reached by the parties during this hearing and make the terms an Order to be binding upon both parties.

#### Conclusion

The parties reached a mutual agreement with respect to return of the tenant's personal property as recorded by way of this decision.

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 02, 2016

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Residential Tenancy Branch