



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, FF

Introduction

This matter proceeded by way of an ex parte Direct Request Proceeding, pursuant to section 55(4) of the Residential Tenancy Act (the Act), and dealt with an Application for Dispute Resolution by the landlord for an Order of Possession based on unpaid rent.

On January 20, 2021, the landlord's application was considered. The adjudicator determined that this matter should be adjourned to a participatory hearing. The interim decision should be read in conjunction with this decision.

Both parties appeared. At the outset of the hearing the tenant requested this matter to be adjourned. The tenant stated that they found the Notice of Hearing in their mailbox on February 21, 2021 and have had insufficient time to reply and request this matter to be adjourned. The tenant stated these documents should have been sent by registered mail or served in person.

The landlord stated that the Notice of Hearing and interim decision were served on the tenant three days after it was received from the RTB. The landlord stated these documents were placed in the tenant's mailbox on January 23, 2021.

The tenant stated that they do not check their mailbox regularly and have been staying elsewhere. The tenant stated they have been removing their belongings from the rental unit; however, this was delay due to the snow and other issues.

In this case, I find the landlord served the tenant in compliance with the interim decision of January 20, 2021. Section 88 of the Act allows all documents, except the Application for Dispute Resolution to be served by placing in the mailbox. The Adjudicator had already confirmed service of Application for Dispute Resolution in the interim decision.

Simply because the tenant is staying elsewhere and is not checking their mailbox, is their personal choice. I also note the RTB had sent the tenant a reminder by email on February 8, 2020, of today's hearing, which shows the date and time of today's hearing. The tenant's email address was confirmed at this hearing. The tenant could have contacted the branch or checked their mailbox at that time.

Furthermore, at the hearing the tenant confirmed they were currently removing their belonging from the property but were delay due to the snow and other issues. I find it would be unreasonable to adjourn this matter, as it would be unfair and prejudicial to the landlord as this was hearing is based on an undisputed notice to end tenancy given to the tenant on December 10, 2020. This appears to be a simple delay tactic by the tenant and serves no purpose especially when the tenant is currently vacating the rental unit. I decline to grant the tenant's request for an adjournment.

The parties agreed to settle this matter on the following conditions:

- 1) The tenant agreed to vacate the rental property no later than February 28, 2021;
- 2) The landlord is entitled to an order of possession; and
- 3) The landlord agreed to waive the cost of the filing fee.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*.

Conclusion

As a result of the above settlement, the landlord is granted an order of possession should the tenant fail to comply with the settlement agreement.

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: February 22, 2021

Residential Tenancy Branch