



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, OLC, FFT

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Tenants on February 02, 2021 (the “Application”). The Tenants applied as follows:

- To dispute a 10 Day Notice to End Tenancy Issued for Unpaid Rent or Utilities
- For an order that the Landlords comply with the Act, regulation and/or the tenancy agreement
- To recover the filing fee

The Tenants appeared at the hearing. The Landlord appeared at the hearing with H.R. to assist. I explained the hearing process to the parties. I told the parties they were not allowed to record the hearing pursuant to the Rules of Procedure (the “Rules”).

The parties agreed the Tenants moved out of the rental unit in January of 2021. I explained to the Tenants that their requests to dispute a 10 Day Notice to End Tenancy Issued for Unpaid Rent or Utilities and for an order that the Landlords comply with the Act, regulation and/or the tenancy agreement are a moot point given they have moved out. After a discussion about this, the Tenants withdrew the Application.

The Tenants advised that their belongings are still at the rental unit and that they want to get these back. The Landlord agreed the Tenants’ belongings are still at the rental unit and said there is no issue with the Tenants getting them back.

I explained to the parties that I can only decide the issues raised in the Application and therefore cannot decide the issue of the Tenants attending the rental unit to get their belongings. However, I raised the possibility of settlement pursuant to section 63(1) of

the *Residential Tenancy Act* (the “*Act*”) which allows an arbitrator to assist the parties to settle the dispute. I explained to the parties that they could come to an agreement about the Tenants attending the rental unit to get their belongings at the hearing if they wished. I explained the settlement option and told the parties that settlement discussions are voluntary and neither party was obligated to come to an agreement about the issue of the Tenants attending the rental unit to get their belongings. The parties agreed to discuss settlement.

Both parties submitted evidence prior to the hearing. I asked about service of the hearing package and evidence. The Landlord confirmed receipt of the hearing package in February. The Landlord advised that they received the Tenants’ evidence the night before the hearing. The Tenants advised that they received the Landlords’ evidence the Friday before the hearing. I told the parties I would not go into the service of evidence issue further given the parties were discussing settlement and the evidence would not impact this.

The Landlord confirmed there was a verbal tenancy agreement covered by the *Act* between the parties. The Tenants agreed there was no written tenancy agreement. The Tenants said they do not know if the agreement between the parties was covered by the *Act*. The Tenants confirmed they rented a rental unit from the Landlords and did not point to any reason under the *Act* that the *Act* would not apply to the agreement between the parties. I was satisfied there was a verbal tenancy agreement between the parties that was covered by the *Act* based on the Landlord’s testimony and because the Tenants did not point to any reason that the *Act* would not apply to the agreement.

Settlement Agreement

The Landlords and Tenants agree as follows:

1. The Landlords will arrange for and allow the Tenants access to the rental unit and residential property for the purpose of allowing the Tenants to pick up their personal belongings from 9:00 a.m. to 5:00 p.m. on May 01, 2021 and 9:00 a.m. to 6:00 p.m. on May 02, 2021.

This agreement is fully binding on the parties.

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 20, 2021

Residential Tenancy Branch