



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPT

Introduction

This hearing dealt with an Expedited Application for Dispute Resolution (the Application) filed by the Tenant under the Residential Tenancy Act (the Act) on August 13, 2022, seeking:

- An Order of Possession for the rental unit.

The hearing was convened by telephone conference call at 9:30 AM on September 15, 2022, and was attended by the Tenant, the Landlord, and two witnesses. All parties provided affirmed testimony. The Tenant stated that they sent the Notice of Dispute Resolution Proceeding (NODRP) to the Landlord by registered mail on August 27, 2022, and provided me with the registered mail tracking number, which has been recorded on the cover page of this decision. Although the Landlord stated that they were away until approximately September 1, 2022 - September 9, 2022, they stated that they received the registered mail upon their return, and I note that they submitted documentary evidence to the Residential Tenancy Branch (the Branch) for my consideration on September 12, 2022.

Branch records indicate that the NODRP was emailed to the Tenant on August 26, 2022, for service by August 27, 2022, in accordance with rule 10.3 of the Residential Tenancy Branch Rules or Procedure (Rules of Procedure). Based on the above, I am satisfied that the Tenant served the NODRP on the Landlord in compliance with section 59 of the Act and rule 10.3 of the Rules of Procedure, and find that the NODRP was deemed served on the Landlord on September 3, 2022, pursuant to rule 90(a) of the Act. In any event, the Landlord acknowledged receipt between September 6, 2022, and September 9, 2022, and I am satisfied the Landlord had sufficient time to review, consider, and respond to the Application. The hearing therefore proceeded as scheduled and the parties were provided an opportunity to present their evidence and testimony for consideration.

The parties were advised that pursuant to rule 6.10 of the Rules of Procedure, interruptions and inappropriate behavior would not be permitted and could result in limitations on participation, such as being muted, or exclusion from the proceedings. The parties were asked to refrain from speaking over me and one another and to hold their questions and responses until it was their opportunity to speak. The Parties were also advised that personal recordings of the proceeding were prohibited under the Rules of Procedure and confirmed that they were not recording the proceedings.

Settlement

The opportunity for settlement was discussed with the parties during the hearing. The parties were advised on several occasions during the hearing that there is no obligation to resolve the dispute through settlement, but that pursuant to section 63 of the Act, I could assist the parties to reach an agreement, which would be documented in my Decision and supporting order.

During the hearing, the parties mutually agreed to settle this matter as follows:

1. The parties agree that the matter of possession of the rental unit has been resolved, as the Landlord and/or a new tenant has possession of the rental unit, and neither the Tenant nor the Landlord wish to re-establish the tenancy or have the Tenant possess or occupy the rental unit.
2. The parties agree that the Landlord still holds in their care, possessions belonging to the Tenant, and that the Tenant may attend the rental unit at 10:00 AM on September 20, 2022, to gain access to and retrieve these possessions.
3. The parties agreed that additional reasonable access can be granted to the Tenant for the purpose of retrieving their possessions between September 20, 2022, and 9:00 PM on September 22, 2022, and that the parties are to arrange such access, if required, amongst themselves either in person at the above noted meeting or by contact at the phone number listed for the Landlord on the cover page for this decision.
4. The parties agreed that the Tenant could bring a person or persons with them or send a person or persons in their stead, should they not be available themselves.
5. The parties agreed that the Landlord would also provide the Tenant with an opportunity to view a storage area located on premises between the above noted dates, so that the Tenant can verify that none of their possessions are in this storage area. The parties agreed that the Landlord must be present for this viewing and that although the Tenant is permitted to bring a person or persons with them, that person must not be the Tenant's father.

6. The parties agreed that any possessions not retrieved by the Tenant by 9:00 PM on September 22, 2022, may be considered abandoned by the Landlord and dealt with in accordance with part 5 of the regulations.
7. The Tenant agreed that they may be served by e-mail, which is their preferred service method, at the e-mail address listed for them on the cover page of this decision, for the purposes of the Act. The Tenant also provided an alternate residential address, which is recorded on the cover page of this decision, for service, and for return of their security deposit, if applicable.
8. The Landlord agreed that the address listed for them by the tenant in the application is their correct address for service.

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

Conclusion

I order the parties to comply with the terms of their mutually settled agreement described above.

This decision is made on authority delegated to me by the Director of the Branch under Section 9.1(1) of the Act.

Dated: September 15, 2022

Residential Tenancy Branch