



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **OLC**

Introduction

This hearing was convened as a result of the Tenant's application for dispute resolution ("Application") under the *Residential Tenancy Act* ("Act") in which the Tenant seeks an order for the Landlord to comply with the Act, *Residential Tenancy Regulations* ("Regulations") and/or tenancy agreement pursuant to section 62 of the Act.

The Landlord's agent ("ES"), the Tenant and the Tenant's advocate ("MP") attended this hearing. I explained the hearing process to the parties who did not have questions when asked. I told the parties they were not allowed to record the hearing pursuant to the *Residential Tenancy Branch Rules of Procedure* ("RoP"). The parties were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

The Tenant and MP could not recall if the Notice of Dispute Resolution Proceeding and the Tenant's evidence ("NDRP Package") was served on the Landlord. However, ES stated the Landlord received the NDRP Package at its office. As such, I find the NDRP Package was served on the Landlord in accordance with the provisions of section 88 and 89 of the Act.

ES stated the Landlord's evidence was served on the Tenant by registered mail on November 12, 2022. ES provided the Canada Post tracking number for service of the Landlord's evidence on the Tenant. I find the Landlord's evidence was served on the Tenant in accordance with the provisions of section 88 of the Act.

Preliminary Matter – Correction of Landlord's Name

At the outset of the hearing, I noted the name of the respondent stated in the Application was not the same as the name of the Landlord stated in the tenancy agreement. ES requested that I amend the Application to state the legal name of the Landlord.

Rule 4.2 of the RoP states:

4.2 Amending an application at the hearing

In circumstances that can reasonably be anticipated, such as when the amount of rent owing has increased since the time the Application for Dispute Resolution was made, the application may be amended at the hearing. If an amendment to an application is sought at a hearing, an Amendment to an Application for Dispute Resolution need not be submitted or served.

The Tenant knew or ought to have known the Landlord would request that the name of the respondent in the Application be amended to state the legal name of the Landlord. As such, I order the Application to be amended to state the legal name of the Landlord as the respondent.

Settlement

Pursuant to section 63 of the Act, an 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. During the hearing the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

The parties agreed to the following final and binding settlement of all issues currently under dispute:

1. The Tenant agrees that his freezer, currently located on the patio of his rental unit, will be relocated to the inside of his rental unit;
2. The Landlord agrees to make arrangements for:
 - (a) the freezer to be moved from the patio into the Tenant's rental unit;
 - (b) to remove and dispose of any of the Tenant's furniture that the Tenant may request to accommodate the freezer

- (c) to move any furniture, and to dispose of any furniture that the Tenant may request in order to relocate the freezer into the rental unit and to accommodate the Tenant's disability; and
 - (d) the installation, if required, of an electrical outlet for the freezer.
3. The Landlord agrees to assume responsibility for any damage that may be caused to the rental unit when relocating the freezer from the patio into the Tenant's rental unit; and
 4. The Tenant agrees to maintain the freezer in proper working condition.

These particulars comprise the full and final settlement of all claims made by the Tenant in the Application. The parties gave verbal affirmation at the hearing that they understood and agreed to the above terms as legal, final, and binding, which settle all aspects of claims made by the Tenant in the Application.

Conclusion

As the parties have reached a full and final settlement of all the claims set out in the Application, I make no factual findings about the merits of the Application.

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: November 29, 2022

Residential Tenancy Branch