



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, AAT, AS, RR, O

Introduction

This hearing dealt with the tenant's application to cancel a 10 Day Notice to End Tenancy for Unpaid Rent; Orders to provide allow access to the unit by the tenant or the tenant's guests; authorization for the tenant to assign or sublet; and, authorization to reduce rent payable.

I heard that one of the respondents named by the tenant was a witness and not a landlord by definition. That respondent was excluded as a named party. All witnesses were excluded from the hearing until such time they were called. It was unnecessary to call any witnesses for this proceeding.

The parties were in dispute as to whether the tenant's roommate has standing as a tenant. The tenant's roommate was permitted to participate in the hearing in the event he does have standing as a tenant. However, I found it unnecessary to make such a determination as it was agreed the tenancy was over and the remedies sought by the tenant by way of her application were moot for reasons indicated below.

The parties provided consistent testimony that the tenant vacated the rental unit on February 29, 2016 with the exception of a few items left in the rental unit and that the tenant has not yet returned the keys to the landlord. During the hearing the parties reached a mutual agreement with respect to returning vacant possession of the rental unit and the keys to the landlord and performing the move-out inspection. Accordingly, I determined that it is unnecessary to make any determination as to whether the subject 10 Day Notice should be upheld or cancelled and I have recorded the mutual agreement by way of this decision and the Order that accompanies it.

Since the tenancy is over, I found that the other remedies sought by the tenant by way of her application are now moot. The tenant indicated that she seeks remedy for

breaches on part of the landlord during her tenancy. The tenant informed of her right to file another application to seek compensation if she so choses.

The tenant also requested that I deal with return of her security deposit. I found that request pre-mature since she has not yet provided the landlord with her forwarding address in writing. The landlord was of the position the tenant still owes rent. The tenant sought a record that payment of rent was offered to the landlord. I declined to make any record or findings as to these issues since it is not required to resolve the issues identified on the Application before me. Rather, both parties were informed of their respective rights to file Applications for Dispute Resolution to seek monetary compensation as appropriate.

Issue(s) to be Decided

What are the terms of the mutual agreement reached during the hearing?

Background and Evidence

Both parties mutually agreed upon the following terms during the hearing:

1. The tenant, and/or her agent, will meet the landlord at the rental unit no later than 1:00 p.m. today for purposes of returning vacant possession of the rental unit to the landlord; returning the keys to the landlord; and participating in the move-out inspection with the landlord.

The tenant had no objection to the landlord receiving an Order of Possession effective at 1:00 p.m. today.

Analysis

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

I have accepted and recorded the agreement reached by the parties during this hearing and make the term(s) an Order to be binding upon both parties.

In recognition of the mutual agreement I provide the landlord with an Order of Possession effective at 1:00 p.m. on today's date.

Conclusion

The parties reached an agreement with respect to returning possession of the rental unit to the landlord, among other things, that I have recorded by way of this decision. In recognition of the mutual agreement I provide the landlord with an Order of Possession effective at 1:00 p.m. on today's date.

The remainder of the issues identified on the tenant's Application were moot since the tenancy is over and no other findings or orders have been made with 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: March 01, 2016

Residential Tenancy Branch