



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding WENTWORTH PROPERTIES  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC, MNDC, OLC, FF

### Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* ("Act") for:

- cancellation of the landlord's three 1 Month Notices to End Tenancy for Cause ("three 1 Month Notices"), pursuant to section 47;
- a monetary order for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement, pursuant to section 67;
- an order requiring the landlord to comply with the *Act*, *Regulation* or tenancy agreement, pursuant to section 62; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The landlord's two agents, male and female (collectively "landlord") and the tenant attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. The female landlord confirmed that she is the building manager and the male landlord confirmed that he is the property manager for the landlord company named in this application. Both landlord agents confirmed that they had permission to speak on behalf of the landlord company at this hearing. This hearing lasted approximately 49 minutes.

The male landlord confirmed receipt of the tenant's application for dispute resolution hearing package. In accordance with sections 89 and 90 of the *Act*, I find that the landlord was duly served with the tenant's application.

The tenant said that she was not served with the landlord's written evidence package. However, she confirmed she was already in possession of the landlord's written evidence from earlier in the tenancy. As this matter settled between the parties and I was not required to consider the landlord's written evidence package, I do not find it necessary to record findings of service for the above documents.

### Settlement Terms

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

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time:

1. Both parties agreed that this tenancy will end by 1:00 p.m. on September 30, 2018, by which time the tenant and any other occupants will have vacated the rental unit;
2. Both parties agreed that the tenant is permitted to vacate the rental unit earlier than 1:00 p.m. on September 30, 2018, provided that she first gives at least two days' written notice to the landlord, by way of a letter to be left in the hallway box and then advising the female landlord about it after;
  - a. The landlord agreed to prorate the tenant's rent according to when she vacates the rental unit;
3. Both parties agreed that the tenant's security and pet damage deposits will be dealt with at the end of this tenancy in accordance with section 38 of the *Act*;
4. Both parties agreed that they will complete a move-out condition inspection and report and the tenant is permitted to appoint an agent to attend on her behalf by way of a written letter to the landlord;
5. The landlord agreed to pay the tenant \$545.00 (\$100.00 for this application filing fee and \$445.00 as half a month's rent) by way of a cheque to be left in the tenant's mail slot by July 31, 2018;
6. The landlord agreed that all notices to end tenancy issued to the tenant, to date, are cancelled and of no force or effect.
7. The tenant agreed that this settlement agreement constitutes a final and binding resolution of her application at this hearing.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties affirmed at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties affirmed that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

#### Conclusion

To give effect to the settlement reached between the parties and as advised to both parties during the hearing, I issue the attached Order of Possession to be used by the landlord **only** if the tenant and any other occupants fail to vacate the rental premises by 1:00 p.m. on September 30, 2018. The tenant must be served with this Order in the event that the tenant and any other occupants fail to vacate the rental premises by 1:00 p.m. on September 30, 2018. Should the tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

In order to implement the above settlement reached between the parties and advised to both parties during the hearing, I issue a monetary Order in the tenant's favour in the amount of \$545.00 against the landlord. I deliver this Order to the tenant in support of the above agreement for use only in the event that the landlord does not abide by condition #5 of the above monetary agreement. The landlord must be served with a copy of this Order as soon as possible after a failure to comply with condition #5 of the above monetary agreement. Should the landlord fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

The tenant's security and pet damage deposits will be dealt with at the end of this tenancy in accordance with section 38 of the *Act*.

All notices to end tenancy issued to the tenant, to date, are cancelled and of no force or effect.

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: July 23, 2018

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Residential Tenancy Branch