



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

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

DECISION

Dispute Codes CNC, OPT, LRE, LAT, FFT

Introduction

This hearing was scheduled to deal with a tenant's application to cancel a 1 Month Notice to End Tenancy for Cause, among other issues. Both parties appeared or were represented at the hearing and had the opportunity to make relevant submissions and to respond to the submissions of the other party pursuant to the Rules of Procedure.

At the outset of the hearing, I explored service of hearing documents and evidence upon each other and the Residential Tenancy Branch. I determined that the tenant had served the landlord with copies of his evidence but did not serve the landlord with a copy of the Notice of Dispute Resolution Proceeding or Application for Dispute Resolution, as required. The landlord's agent stated the hearing information and the issues under dispute were obtained by the landlord calling the Residential Tenancy Branch (RTB) and receiving duplicate copies of the documents from the RTB. The tenant indicated that he did not intentionally withhold the required documents but that he was unfamiliar with the dispute resolution process and tried his best to do what he was required to do. Having received the information from the RTB the landlord was agreeable to proceeding to deal with the issues under dispute. Accordingly, I informed the parties that I would proceed to resolve the issues under dispute having been satisfied the landlord would not be unduly prejudiced in doing so. I also informed the parties that I may help facilitate a mutual agreement between the parties if they wished to pursue such an avenue.

During the remainder of the hearing the parties turned their minds to reaching a mutual agreement to end tenancy in resolution of their dispute. A mutual agreement was reached and I have recorded the terms by way of this decision and the Order that accompanies it.

Issue(s) to be Decided

What are the terms of the mutual agreement?

Background and Evidence

The parties mutually agreed upon the following terms and conditions in resolution of this application:

1. The tenancy shall end at 5:30 p.m. on November 15, 2018.
2. The tenant's security deposit of \$495.00 will be retained by the landlord in full satisfaction of rent for the period of November 1 – 15, 2018.
3. At 5:30 p.m. on November 15, 2018 the parties shall meet at the rental unit for purposes of performing the move-out inspection together and return of the keys and fob to the landlord.
4. Upon receipt of the keys and fob from the tenant on November 15, 2018 the landlord shall refund to the tenant his \$100.00 key deposit.
5. The tenant remains obligated to leave the rental unit reasonably clean and undamaged as of November 15, 2018, as required under the Act, and if the tenant fails to do so the landlord remains at liberty to pursue the tenant for monetary compensation.

Analysis

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

I have accepted and recorded the mutual agreement reached by the parties during this hearing and I 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 5:30 p.m. on November 15, 2018.

Conclusion

The parties resolved this dispute by way of a mutual agreement that I have recorded in this decision. In recognition of the mutual agreement, I provide the landlord with an Order of Possession effective at 5:30 p.m. on November 15, 2018.

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: October 30, 2018

Residential Tenancy Branch