



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes:

CNL, CNR, DRI, OLC, LRE, LAT, MNDC, FF

Introduction

This hearing was scheduled in response to the Tenants' Application for Dispute Resolution, in which the Tenants have made application to dispute an additional rent increase, to cancel a Notice to End Tenancy for Unpaid Rent, to cancel a Notice to End Tenancy for Landlord Use of Property, for a monetary Order for money owed for compensation for damage or loss, for an Order requiring the Landlord to comply with the *Residential Tenancy Act (Act)*, for an Order suspending the Landlord's right to enter the rental unit, for an Order authorizing the Tenants to change the locks to the rental unit and to recover the filing fee from the Landlord for the cost of this Application for Dispute Resolution.

Both parties were represented at the hearing. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present relevant oral evidence, to ask relevant questions, and to make submissions to me.

Background and Evidence

The Landlord and the Tenants agree that this tenancy began on October 01, 2006 and that the tenancy has recently become untenable.

The female Tenant stated that the Tenants wish to end this tenancy at a date that does not unduly disrupt their children, who attend school in the area, without further disruption and harassment from the Landlord. She stated that the Tenants feel harassed and that they wish compensation for the harassment, in the amount of \$4,060.00.

The female Landlord stated that the rental unit requires significant repairs, which include a new roof and removing asbestos from the premises. She stated that the Landlords require vacant possession of the house for the purposes of making these repairs.

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After considerable discussion, the parties mutually agreed to resolve this dispute under the following conditions:

- The Tenants will vacate the rental unit on June 30, 2009
- The Tenants will pay rent, in the amount of \$1,450.00, on May 01, 2009
- The Tenants will pay rent, in the amount of \$950.00, on April 01, 2009
- The Landlord will not contact the Tenants or access the rental unit for the duration of the tenancy, except in the case of emergency, except for the following:
 - The Landlord may access the rental unit with a representative of the roofing company on one occasion in May or June of 2009, after providing the Landlord with written notice of the time and date they will be accessing the rental unit. I hereby advise the Landlord that the written notice must be given at least 24 hours and not more than 30 days before the entry, and that the notice must state the time and date of the entry, which must be reasonable.
 - The Landlord can access the rental unit with a representative of the company that will be removing the asbestos from the rental unit on one occasion in May or June of 2009, after providing the Landlord with written notice of the time and date they will be accessing the rental unit. I hereby advise the Landlord that the written notice must be given at least 24 hours and not more than 30 days before the entry, and that the notice must state the time and date of the entry, which must be reasonable.

Conclusion

Based on the mutual agreement to end this tenancy on June 30, 2009, I grant the Landlord an Order of Possession that is effective at 1:00 p.m. on June 30, 2009. This Order may be served on the Tenants, filed with the Supreme Court of British Columbia and enforced as an Order of that Court.

As this dispute was resolved by mutual consent, I decline to award compensation for the cost of filing this Application for Dispute Resolution.

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: April 28, 2009.

Dispute Resolution Officer