



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes      OPB, RR, OLC

### Introduction

This hearing dealt with cross applications. The landlord requested an Order of Possession in accordance with the tenant's notice to end tenancy. The tenant applied for a rent reduction and an order for the landlord to accept rent from the tenant for the month of November 2009. Both parties appeared at the hearing and were provided the opportunity to be heard and to respond to the other party's submissions.

### Issues(s) to be Decided

1. Is the landlord entitled to an Order of Possession?
2. Order for the tenant to pay and the landlord to accept payment for rent for November 2009.
3. Mutual agreement between the parties.
4. Is the tenant entitled to reduce rent?

### Background and Evidence

Upon hearing undisputed testimony of the parties, I make the following findings. The tenancy commenced March 1, 2008. The tenant is required to pay rent of \$900.00 per month. On September 1, 2009 the tenant gave the landlord written notice to end the tenancy effective October 31, 2009. On November 1, 2009 the tenant was still residing in the rental unit and the landlord advised the tenant that he was supposed to vacate.

The tenant offered to pay rent for the month of November 2009 but the landlord refused to accept payment.

It was the tenant's submission that the tenant and landlord mutually agreed to withdraw the tenant's notice and continue with the tenancy during a conversation that took place in October 2009. The tenant provided a descriptive account of the conversation that took place with the landlord but the agreement was not recorded in writing. The tenant communicated that he was willing to vacate the rental unit by December 2009 and would pay rent for November and December 2009.

The landlord denied the conversation took place as described by the tenant; however, for the sake of the tenant's children, the landlord was willing to permit the tenancy to continue until December 31, 2009 provided the tenant pays rent owed for November and December 2009.

The tenant and landlord agreed that the tenancy would continue until December 31, 2009 by mutual agreement and that the tenant would be required to vacate the rental unit by December 31, 2009 provided the tenant pays rent owed for November 2009 and December 2009.

The tenant indicated that he needed a copy of this decision in order to obtain the shelter portion of his income assistance. Therefore, the parties agreed that the tenant is required to pay rent for November 2009 no later than five days after receiving this decision and if the tenant fails to comply with this requirement, the landlord will serve a Order of Possession effective two days after service upon the tenant. The parties further agreed that should the tenant fulfill his obligations to pay rent as required, the tenancy shall continue until December 31, 2009.

### Analysis

I accept and recognize the mutual resolution reached between the parties during the hearing and make the following orders:

1. The tenant is required to pay rent for November 2009 no later than five days after receiving this decision and the landlord is required to accept payment from the tenant. If the tenant fails to comply with this Order, the landlord is entitled to serve the enclosed Order of Possession requiring the tenant to vacate two days after service of the Order of Possession.
2. If the tenant complies with the above Order the tenant shall pay the rent for December 2009 and the tenancy shall continue until December 31, 2009.
3. The tenant must vacate the rental unit no later than December 31, 2009.

The landlord is provided with two Orders of Possession with this decision. The Order of Possession effective two days after service may be served upon the tenant only if the tenant fails to pay rent for November 2009 within five days of receiving this decision. As the tenant is required to vacate the rental unit, in accordance with the mutual agreement, no later than December 31, 2009 the landlord is also provided an Order of Possession effective December 31, 2009 to ensure the tenant vacates.

As the tenancy is about to end by mutual agreement, I do not make any order with respect to reduced rent.

### Conclusion

The parties resolved their disputes by mutual agreement facilitated during the hearing. The tenancy is permitted to continue until December 31, 2009 provided the tenant pays

rent owing for November and December 2009. The landlord has been provided Orders of Possession to ensure compliance with the terms of the mutual agreement.

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 26, 2009.

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Dispute Resolution Officer