



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MT, LRE

Introduction

The tenants appeared and requested to change their application for dispute resolution to withdraw their request to have the landlord comply with the Act and withdraw their request for more time to dispute a notice to end tenancy.

The tenants and landlord had entered into a mutual agreement to end the tenancy on October 31, 2009. The tenants requested that the landlord allow the tenancy to continue for three more months

The tenants requested to amend their application for dispute resolution in the presence of the landlord. The landlord was given the opportunity to comment on the tenants' request and after I explained the tenants' request to the landlord there were no objections raised by the landlord. As the landlord was present at the hearing and made no objections to the tenants' request to amend their application, it would not prejudice either party if the tenants request was considered. Based on the aforementioned, I hereby approve the tenants' request to amend their application.

Issues to be decided

Is the landlord willing to allow the tenancy to continue?

Background and Evidence

The tenancy started on October 01, 2008 for a fixed term of one year. The monthly rent is \$975.00 due in advance on the first of each month.

The tenants agreed that they had signed a mutual agreement to end tenancy on October 31, 2009. . The tenants had provided the landlord with a list of repairs that they would complete prior to moving out.

The tenants entered into a tenancy agreement for another rental unit, but the contract that they entered into fell through and they did not have a place to move to. The tenants requested the landlord to allow the tenancy to continue for at least three more months to enable the tenants to find new accommodation. The landlord indicated that he would allow the tenancy to continue on certain terms.

During the hearing the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Analysis

Pursuant to Section 63 of the *Residential Tenancy Act*, the dispute resolution officer may assist the parties 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 or an order.

During this hearing, the parties reached an agreement to settle their dispute. Specifically, it was agreed that the landlord would allow the tenancy to continue on the following terms:

- The landlord agreed to allow the tenancy to continue until February 28, 2010 and would accept rent for use and occupancy only.
- The tenant agreed to move out on or before February 28, 2009.
- The tenant agreed to carry out and complete all repair jobs as per the list given to the landlord on August 24, 2009. The list reads: *replace carpet on bottom step, replace lino in kitchen by door, concrete in fence post by gate, glue drawer/wood split by screws, replace triangle on back door and mud and sand cat scratches at back door.*

- The tenant agreed to pay rent on time on the first day of each month.
- The tenant will allow the landlord to inspect the rental unit once per month upon receipt of adequate notice of at least 24 hours.
- The tenant may move out prior to February 28, 2010 with adequate notice to the landlord to end tenancy.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties.

Conclusion

The tenancy will continue as per the above, mutually agreed upon terms and end on or before February 28, 2010.

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: December 03, 2009.

Dispute Resolution Officer