

DECISION

Dispute Codes: CNL and FF

Introduction

This application was brought by the tenants seeking to have set aside a Notice to End Tenancy for landlord use dated January 22, 2010 and setting an end of tenancy date of March 31, 2010. Application was made on the grounds that the notice breaches a fixed term rental agreement.

The tenancy began on July 1, 2009 under the fixed term agreement set to end in 12 months, being June 30, 2010. Rent is \$1,750 per month and the landlord holds a security deposit of \$875 paid on June 13, 2009.

Consent Agreement

During the hearing, the landlord gave evidence that she had served the Notice to End Tenancy as she had recently been faced with substantial health challenges that made it necessary for her to vacate her present accommodation. She stated that because of stairs and transportation issues, returning to the rental unit was her best available option.

The tenants gave evidence that they had entered into the fixed term agreement with the hope and expectation of a long term tenancy and that the notice had come as a shock, particularly with the end date of March 31, 2010.

Both parties are aware that the fixed term agreement entitles the tenants to remain until its end date of June 30, 2010.

However, in consideration of one another's circumstances, the parties crafted the following consent agreement:

1. The tenants agree to vacate the rental unit by midnight on April 30, 2010;
2. The landlord agrees that the tenants do not have to pay rent for April 2010;
3. The landlord agrees to provide the tenants with a letter of reference acknowledging that they were excellent tenants;
4. The landlord promises to reimburse the tenants for the \$50 filing fee for this proceeding forthwith;
5. The landlord promises, barring any unanticipated damages to the rental unit, to return the tenant's security deposit in accordance with section 38 of the *Act* at the conclusion of the tenancy.

To perfect this consent agreement, the landlord's copy of this decision is accompanied by an Order of Possession, enforceable through the Supreme Court of British Columbia.

The parties are commended for their consideration of one another and for the dispute resolution process in crafting this balanced consent agreement.

March 16, 2010