

DECISION AND ORDERS

Dispute Codes O

Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution, seeking orders regarding access to the rental unit for her Agents.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

The parties agreed to certain terms and conditions to resolve the dispute, as described below.

Background

The Landlord is in the process of selling the residential property which contains the subject rental unit. The Landlord is concerned that the Tenants are not cooperating with the realtors who are showing the property to prospective purchasers.

The Tenants vacated the rental property in April, however, they are still in possession of the rental unit until the end of May 2010.

Agreement and Orders

During the course of the hearing the parties came to several agreements and requested orders, which I will set out:

1. The Landlord or her Agents shall give the Tenants 24 hour Notice to enter the rental unit for the purposes of showing the rental unit to prospective purchasers (the "Notice"). The Notice shall be given by email, which was agreed to at the request of the Tenants and accepted by the Landlord. The Tenants do not have to be present at the Notice times, as the rental unit is vacant and the Tenants have no property there. As the Tenants are no

longer occupying the rental unit, I order that the Tenants may not refuse entry to the rental unit by the Landlord or her Agents when the Notice has been given as set out above.

2. The parties have agreed and I order that **the tenancy shall end at 1:00 p.m. May 31, 2010.**
3. The Landlord has accepted a full month of rent as a security deposit for the rental unit. Therefore, for the rent due on May 1, 2010, I order that the Tenants shall pay $\frac{1}{2}$ of the monthly rent due and the Landlord shall deduct $\frac{1}{2}$ of the security deposit held, and I order this shall be full payment of the rent due for May 2010. I further order that the balance of the security deposit, and any applicable interest, shall be dealt with in accordance with the Residential Tenancy Act, at the end of the tenancy.

The parties are commended for negotiating a resolution to this matter.

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 29, 2010.

Dispute Resolution Officer