

DECISION

Dispute Codes CNC, CNR, OPT, FF

Introduction

This hearing dealt with the tenants' amended application to cancel a Notice to End Tenancy for cause and a Notice to End Tenancy for unpaid rent, for an Order of Possession for the tenants, and recovery of the filing fee. Both parties appeared at the hearing and confirmed service of documents and evidence upon them. Both parties were provided the opportunity to be heard with respect to the issues that formed part of this application.

As a procedural note, the tenant had to be cautioned about raising issues not relevant to this application and speaking out of turn. Both parties were informed of their right to make applications for dispute resolution with respect to issues not part of this application.

Issues(s) to be Decided

1. Is there a basis to cancel the Notices to End Tenancy?
2. Can the parties reach a mutual resolution to this dispute?

Background and Evidence

The parties provided undisputed testimony as follows. The month-to-month tenancy commenced April 1, 2010. The tenants are required to pay rent of \$700.00 on the 1st day of every month. The tenants paid a \$350.00 security deposit. On May 2, 2010 the landlord issued a 10 Day Notice to End Tenancy for Unpaid Rent indicating the tenants failed to pay rent of \$700.00 on May 1, 2010 and posted it on the rental unit door. The parties were in dispute as to whether the tenants had paid rent for May 2010; however, the tenant advised that the tenants will vacate the rental unit by May 31, 2010.

The landlord accepted that the tenants will be permitted occupancy until May 31, 2010 at 1:00 p.m. The tenant agreed to vacate by 1:00 p.m. on May 31, 2010.

As the parties reached an agreement to end the tenancy as of May 31, 2010 I did not find it necessary to hear further testimony with respect to alleged payment of rent or the issuance of Notice to End Tenancy for Cause.

The tenant attempted to raise issues related to noise and damage in the rental unit which I refused to hear as such issues were not part of this application. The landlord also requested compensation for the unpaid rent but since the landlord had not made an application for a Monetary Order against the tenant I could not award the landlord such an Order with this decision and I refused to hear further about unpaid rent.

Analysis

I find the parties reached a mutual agreement to end the tenancy as of May 31, 2010 at 1:00 p.m. and I provide the landlord with an Order of Possession to ensure vacant possession is returned to the landlord. To enforce the Order of Possession it must be served upon the tenants and filed in The Supreme Court of British Columbia.

The landlord retains the right to make an Application for Dispute Resolution against the tenants and the tenants retain the right to make a subsequent application against the landlord for compensation if the parties so chose.

The tenants' request for an Order of Possession of the rental unit is dismissed as the tenants already have possession of the rental unit. I make no award for the filing fee paid for this application.

Conclusion

The tenancy shall end May 31, 2010 at 1:00 p.m. by mutual agreement. The landlord is provided an Order of Possession effective 1:00 p.m. on May 31, 2010 to serve upon the tenants.

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: May 25, 2010.

Dispute Resolution Officer