



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

CNC

The tenant applied to cancel a 1 Month Notice Ending Tenancy for Cause, issued on December 31, 2011; citing an Order of government, requiring the unit be vacated.

Discussion took place in relation to a possible mutually settled agreement. During much of this time, the property owner indicated considerable doubt that an agreement would be in her best interests. The process of mutual agreement was clearly explained to the landlord and, at the conclusion of the hearing, the property owner indicated her desire to accept the terms of an agreement that was negotiated by her agent, with the tenant.

The property owner fully understood that the agreement was voluntary, that she had the opportunity to reject any agreement; that she had no obligation to accept any agreement and that the hearing could proceed on its merits.

Mutually Settled Agreement/Finding

The parties agreed to the following:

- The tenant will pay rent owed for February, 2012;
- The tenant will not pay March, 2012, rent owed;
- The tenant will provide the landlord with vacant possession of the rental unit no later than 1 p.m. on March 31, 2012;
- The landlord will be provided an Order of possession effective no earlier than March 31, 2012, at 1 p.m.;
- No later than March 31, 2012, at 1 p.m. the landlord will provide the tenant with compensation in the sum of \$150.00 for moving costs, plus return of the deposit in the sum of \$220.00; and
- That the tenant will be provided with a monetary Order, in the sum of \$370.00, which will not be enforceable once payment is made by the landlord.

If the landlord fails to make the payment, as agreed to; then the mutually settled agreement has failed, and the Order of possession is not enforceable.

If the tenant receives payment as agreed to and fails to vacate the rental unit; the landlord may enforce the Order of possession.

The tenant may choose to provide the landlord with possession of the rental unit before the agreed upon date; this will not alter the amount the landlord has agreed to pay the tenant. The tenant should give the landlord advance notice of any earlier move.

This mutual agreement 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: January 25, 2012.

Residential Tenancy Branch