



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Garrison Place Apartments
Pacific Cove Properties
and [tenant name suppressed to protect privacy]

DECISION

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Introduction

This hearing dealt with an application by the tenants to continue their tenancy despite a signed agreement to end the tenancy.

Both the landlord and tenants attended the teleconference hearing and gave affirmed evidence.

Issue(s) to be Decided

Is the agreement effective to end the tenancy?

Background and Evidence

The parties entered into a tenancy starting August 15, 2013. The tenants are obligated to pay \$785.00 in rent monthly in advance on the first day of the month. The tenants also paid a security deposit of \$392.00.

A Mutual Agreement to End Tenancy (the "Agreement") was put into evidence. The Agreement appears to have been signed by the tenants and by a representative of the landlord on January 25, 2014. The Agreement specifies a move-out date of February 16, 2014.

The tenants gave evidence that they felt they were forced to sign the Agreement because the landlords brought a police officer to their door when the landlords presented the Agreement to the tenants. The tenants also gave evidence that they did not fully understand what they were agreeing to because they both suffer from mental or cognitive disabilities.

The landlord gave evidence that she is the new building manager and was not involved in asking the tenants to sign the Agreement.

Analysis

Section 63 of the Act provides that the parties may settle their dispute in the hearing, and the director may record the settlement in the form of a decision or an order. Pursuant to this provision, discussion led to a resolution and it was specifically agreed as follows:

RECORD OF SETTLEMENT

1. The parties agree that the Agreement is null and void, and the tenancy will therefore continue.

Conclusion

As the parties have settled the matters at issue, no further action is necessary and the file is closed.

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: March 28, 2014

Residential Tenancy Branch

