



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

CNL, FF

Introduction

This hearing was held in response to the tenant's Application for Dispute Resolution in which the tenant has applied to cancel a notice to end tenancy for landlord's use of the property and recover the filing fee costs.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained, evidence was reviewed and the parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present affirmed oral testimony and to make submissions during the hearing.

Mutually Settled Agreement

The parties agreed that a Notice to end tenancy, in the approved form, was not given to the tenant. The tenant had disputed a notice provided by way of an email. The legislation related to ending a tenancy and unenforceable terms was explained to the parties.

The parties came to a mutually settled agreement as follow:

- The tenant will pay a pet deposit in the sum of \$875.00 by June 5, 2015;
- The tenancy will end effective August 31, 2015 at 1 p.m.;
- The landlord is entitled to an Order of possession effective August 31, 2015 at 1 p.m.;
- The tenant will pay June and July 2015 rent;
- The tenant will receive compensation in the sum equivalent to one month's rent by non-payment of August 2015 rent; and
- The tenant agrees to entry by the landlord's realtor 3 days each week, for two hours at a time. The specific days and times will be confirmed with the realtor and given to the tenant in writing.

Section 62(3) of the Act provides:

(3) The director may make any order necessary to give effect to the rights, obligations and prohibitions under this Act, including an order that a landlord or tenant comply with this Act, the regulations or a tenancy agreement and an order that this Act applies

Therefore, in support of the mutually settled agreement I Order, pursuant to section 44(f) of the Act, that this tenancy will end effective August 31, 2015 at 1 p.m.

The landlord has been granted an Order of possession that is effective **at 1 p.m. on August 31, 2015**. This Order may be served on the tenants, filed with the Supreme Court of British Columbia and enforced as an Order of that Court.

I Order, pursuant to section 62(3) of the Act that the tenant is entitled to compensation in the sum equivalent to one month's rent. Therefore, the tenant is not required to pay August 2015 rent.

I find that the tenant must pay the landlord a pet deposit in the sum of \$875.00 by June 5, 2015.

I find that the tenant will meet with the landlord's realtor to finalize days and times of access for showing the unit to prospective purchasers.

Conclusion

The parties reached a mutually settled agreement to end the tenancy effective August 31, 2015. The landlord is entitled to an Order of possession for that date.

The tenant is entitled to compensation and is not required to pay August 2015 rent.

The tenant will pay an \$875.00 pet deposit and rent owed for June and July 2015.

The tenant has agreed to entry by potential purchasers three days per week for two hours on each day. The details will be worked out with the landlord's realtor.

This decision and mutually settled agreement is final and binding and 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: June 02, 2015

Residential Tenancy Branch

