



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, OLC, AS, FF, O (Tenants' Application)
 OPC, FF, O (Landlords' Application)

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the "Application") made by the Tenants on May 12, 2015 and by the Landlords on May 21, 2015.

The Tenants applied for the following reasons: to cancel a 1 Month Notice to End Tenancy for Cause (the "Notice"), for the Landlord to comply with the *Residential Tenancy Act* (the "Act"), regulation or tenancy agreement; to allow the Tenants to assign or sublet the rental unit because the Landlords' permission has been unreasonably withheld; and for "Other" issues being that the Landlord had already given written consent to sublet the rental unit. The Landlords applied for an Order of Possession for cause, to recover their filing fee from the Tenants, and for "Other" issues, namely obtaining an order to end the tenancy.

The Landlords appeared for the hearing with an agent. However only the Landlords' agent provided affirmed testimony, presented evidence, and made submissions during the hearing. One of the Tenants appeared for the hearing and also provided affirmed testimony.

The Landlords' agent confirmed that they had received the Tenants' Application by registered mail pursuant to Section 89(1) (c) of the Act. The Tenants confirmed receipt of the Landlords' Application which was posted on the rental unit door pursuant to Section 89(2) (d) of the Act. No issues were raised in relation to the submission and use of documentary and photographic evidence presented during the hearing by the parties.

The Landlords' agent confirmed service of the Notice to the Tenant by posting it to the Tenants' door on May 3, 2015 pursuant to Section 88(g) of the Act. The Tenant confirmed receipt of the Notice on the same day it was posted. The Tenants made the Application to dispute the Notice on May 12, 2015 pursuant to Section 47(4) of the Act.

The parties presented their evidence and made submissions in relation to the reasons on the Notice. At the end of the hearing, I offered the parties an opportunity to settle the Applications between them. The parties engaged into a lengthy discussion, turned their minds to compromise, and achieved a resolution of the Applications through a mutual agreement to end the tenancy.

Settlement Agreement

Pursuant to Section 63 of the Act, the Arbitrator may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order.

The Landlords and Tenant agreed to end the tenancy on **July 15, 2015** at which point the Tenants are required to vacate the rental suite. The Landlords are issued with an Order of Possession effective for July 31, 2015 at 1:00 p.m. This order may be filed and enforced in the Supreme Court of British Columbia as an order of that court if the Tenants fail to vacate the rental unit in accordance with the above agreement. Copies of the order are attached to the Landlords' copy of this decision.

The Tenants are still liable to pay rent for the duration of the tenancy in accordance with the Act and the Landlord consented to the Tenants leaving earlier than July 15, 2015 as long as the Landlord is given written notice of the earlier departure date.

The Tenant was cautioned during the hearing regarding Sections 31(2) and (3) of the Act which prohibits a tenant from changing locks or other means of access to the rental unit or property. The Tenant agreed to provide the Landlord with keys to any locks he may have changed. However, it should be noted that evidence on the issue of locks being changed in this tenancy was not discussed during the hearing.

The Landlords were informed of their remedies under the Act which can be used if the Tenants fail to pay rent or cause damage to the rental unit. The rights and obligations of both parties in relation to the return of the security deposit still apply at the end of the tenancy.

As the parties agreed to mutually end this tenancy, I dismiss both parties' claim to recover their filing fee from each other. The Tenants' Application to sublet the rental unit, for "other" issues, and for the Landlord to comply with the Act are dismissed as these are now moot issues.

Conclusion

The Landlords and Tenant agreed to end the tenancy on July 15, 2015 and the Landlord is issued with an Order of Possession to give effect to the ending of the tenancy. Therefore, this satisfies the Landlord's Application for an Order of Possession and Other issues. Both parties are denied the recovery of their filing fee. The Tenant's remaining Application is dismissed without leave to re-apply as these are now moot issues because the tenancy is due to end.

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: June 24, 2015

Residential Tenancy Branch

