



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding WENDEB PROPERTIES INC.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with the Tenant's Application for Dispute Resolution, seeking an order to cancel a one month Notice to End Tenancy issued by the Landlord for alleged cause.

Both parties appeared at the hearing. The hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure; however, I refer to only the relevant facts and issues in this decision.

Preliminary Issue

The Tenants failed to name the corporate Landlord in their Application, and only named the Agent for the Landlord as a respondent. Both parties agreed that the corporate Landlord should have been named in the Application and both parties consented to amending the Application to include the name of the Corporate Landlord. Therefore, pursuant to section 64 of the Act, I have amended the Application to include the corporate Landlord as a respondent.

Mutual Agreement to End the Tenancy

During the course of the hearing the parties came to a mutual agreement to resolve the dispute. Pursuant to section 63 of the Act, and with the agreement of both parties, I record the terms of the settlement in the form of this Decision and Order, as follows:

1. The Landlord and the Tenants agree that the **tenancy will end at 1:00 p.m. on October 31, 2015**, and the Tenants will vacate the rental unit before that time and date;
2. The Landlord shall have an order of possession in the above terms; and
3. In the meantime the Tenants agreed they will meet their associates off the rental unit property and not disturb other occupants of the building to conduct their business transactions.

The parties are commended for reaching a mutual agreement to resolve this dispute.

Conclusion

The parties mutually agreed to end the tenancy at 1:00 p.m. on October 31, 2015. The Tenants agreed to conduct their transactions with associates off of the rental unit property and not disturb other occupants of the building. The Landlord has an order of possession enforceable after 1:00 p.m. on October 31, 2015.

This decision is final and binding on the parties, unless otherwise provided under the Act, and is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: August 28, 2015

Residential Tenancy Branch

