



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding WARDLAW MANOR
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR, MNDC, OPC, FF

Introduction

This hearing was scheduled to deal with cross applications. The tenants filed to cancel a 1 Month Notice to End Tenancy for Cause and monetary compensation for damage or loss under the Act, regulations or tenancy agreement. The landlord applied for an Order of Possession for cause. Both parties appeared or were represented at the hearing and were provided the opportunity to make relevant submissions, in writing and orally pursuant to the Rules of Procedure, and to respond to the submissions of the other party.

At the outset of the hearing I determined that the landlord had not received the tenants' application or evidence package. Discussion ensued as to the address the tenants used to send their hearing documents to the landlord. I had reservations that the tenants had used the correct mailing address in addressing the registered mail to the landlord; however, the parties indicated a willingness to resolve their dispute by way of a mutual agreement. Accordingly, I proceeded to facilitate the settlement of this dispute. A mutual agreement was reached during the hearing which I have recorded by way of this decision and the Order that accompanies it.

I also amended the landlord's application to correct the spelling of the male tenant's last name.

Issue(s) to be Decided

What are the terms of the mutual agreement?

Background and Evidence

The parties mutually agreed upon the following terms during the hearing:

1. The tenants shall be permitted occupancy of the rental unit until 1:00 p.m. on January 3, 2016. The landlord shall be provided an Order of Possession to reflect this agreement.

2. On or before January 1, 2016 the tenants shall present to the landlord payment of \$119.03 [\$1,230.00 x 3/31 days] for use and occupancy of the rental unit until January 3, 2016.
3. On or before January 1, 2016 the tenants shall inform the landlord of a preferable date and time for the move-out inspection.
4. The landlord retains the right to show the rental unit to prospective tenants during the remainder of the tenancy by giving the tenants at least 24 hours of advance notice.

Analysis

Pursuant to section 63 of the Act, I have the authority to assist parties in reaching a settlement agreement during the hearing and to record the agreement in the form of a decision or order.

I have accepted and recorded the mutual agreement reached by the parties during this hearing and make the terms an Order to be binding upon both parties.

In recognition of the mutual agreement, I provide the landlord with an Order of Possession effective at 1:00 p.m. on January 3, 2016 to serve and enforce if necessary.

Conclusion

The parties resolved their dispute by way of a mutual agreement that I have recorded by way of this decision and the Order of Possession that accompanies it.

The landlord has been provided an Order of Possession effective at 1:00 p.m. on January 3, 2016 to serve and enforce as necessary.

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: December 22, 2015

Residential Tenancy Branch

