



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with a tenant's application to cancel a 1 Month Notice to End Tenancy for Cause issued on June 25, 2016. 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.

The landlord pointed out that the tenant misspelled his last name on the Application and requested that I amend the Application to correct the error. I amended the Application accordingly.

During the hearing the parties turned their minds toward resolving this dispute by way of a mutual agreement. I have recorded the mutual agreement reached during the hearing by way of this decision and the Order that accompanies it.

Issue(s) to be Decided

What are the terms of the mutual agreement?

Background and Evidence

The parties mutually agreed upon the following terms in resolution of this dispute:

1. The tenancy shall continue until October 31, 2016 at which time the tenants will return vacant possession of the rental unit to the landlord and in a reasonably clean condition. The landlord shall be provided an Order of Possession with this effective date.
2. The tenants remain obligated to pay rent in full and on time for the months of September 2016 and October 2016.
3. For the duration of the tenancy the tenants remain entitled to quiet enjoyment of the rental unit subject only to the landlord's restricted right to enter as provided in the Act.

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 with an effective date of October 31, 2016.

I have made no finding as to whether either party has violated the Act and I provide the following reference with a view to avoiding any future dispute. A tenant's obligation to leave a rental unit reasonably clean and undamaged at the end of the tenancy is found in section 37 of the Act. Residential Tenancy Policy Guideline 1 provides policy statements with respect to expectations to repair and maintain during a tenancy and at the end of the tenancy. A tenant's entitlement to quiet enjoyment is found in section 28 and a landlord's restricted right to enter a rental unit is found in section 29 and Residential Tenancy Branch Policy Guideline 6 also provides further information with respect to the right to quiet enjoyment. It is expected that the parties will comply with these, and the other provisions of the Act. Failure to do so may form a basis to file an Application for Dispute Resolution to seek further remedy.

Conclusion

The parties reached a mutual agreement in resolution of their dispute. In recognition of the mutual agreement, the landlord is provided an Order of Possession effective October 31, 2016.

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: August 10, 2016

Residential Tenancy Branch