



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BROWN BROS AGENCIES LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes ET

Introduction

This hearing convened as a result of an Application for Dispute resolution filed by the Landlord on March 7, 2017 wherein the Landlord sought an early end to tenancy.

The hearing was conducted by teleconference on March 30, 2017. Both parties called into the hearing as did a witness for the Landlord. The hearing process was explained and the participants were asked if they had any questions. Both parties were provided the opportunity to present their evidence orally and in written and documentary form, and make submissions to me.

During the hearing the parties resolved matters by mutual agreement. The terms of their agreement is recorded in this my Decision pursuant to section 63 of the *Residential Tenancy Act* and Rule 8.4 of the *Residential Tenancy Branch Rules of Procedure*. As the parties resolved matters by agreement I make no findings of fact or law with respect to their relative claims. The terms of their settlement follow.

Settlement and Conclusion

1. The tenancy agreement between the Tenant, G.W. and the Landlord signed February 15, 2013 shall be amended to remove the name of the previous occupant, F.M., from the agreement. The parties are at liberty to enter into a new agreement provided that the terms are the same as the agreement entered into February 15, 2013, save and except for the removal of the occupant's name, and current rent amount.
2. The tenancy shall continue until ended in accordance with the *Act*.
3. The Tenant, G.W., shall ensure the occupant, F.M., does not attend the rental unit, the rental building or the rental premises.

4. The Tenant shall communicate in writing to the occupant, F.M., by no later than April 6, 2017, that he is no longer permitted at the rental unit, rental building or rental premises. The Tenant shall communicate arrangements with F.M. for the retrieval of F.M.'s personal effects such retrieval to include clear instructions that F.M. is not to attend the rental unit, rental building or rental premises. This letter shall be copied to the Landlord.
5. The Tenant shall ensure he obtains from F.M. any and all access keys to the rental unit, rental building or rental premises.
6. Should the Tenant permit F.M.'s attendance at the rental unit, rental building or rental premises, the Landlord shall be entitled to seek an early end to tenancy on the basis the Tenant has breached this Order pursuant to section 47(1)(l) of the *Residential Tenancy Act*.

I read the terms of the above to the parties and they confirmed their agreement to each term. Further, the parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that they understood the nature of this as a full and final settlement of this matter.

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: March 30, 2017

Residential Tenancy Branch