



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

Dispute Codes: OPT, OLC

Introduction:

The Application for Dispute Resolution filed by the Tenant seeks the following:

- a. An order that the landlord comply with the Act, Regulations and/or the tenancy agreement.
- b. A tenants' Order of Possession.

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the Application for Dispute Resolution/Notice of Hearing was served on the landlord by mailing, by registered mail. The landlords acknowledged service of the documents. With respect to each of the applicant's claims I find as follows:

Issues to be Decided:

The issues to be decided are as follows:

- a. Whether the tenant is entitled to an order that the landlord comply with the Act, regulation and/or tenancy agreement?
- b. Whether the tenants are entitled to a Tenants Order of Possession?

Background and Evidence:

The tenancy began on June 15, 2015 when the parties entered into a fixed term tenancy agreement that provided that the tenancy would end on June 30, 2017 and the tenants would have to vacate at that time. The tenancy agreement provided that the tenant(s) would pay rent of \$5200 per month payable in advance on the first day of each month. The tenant(s) paid a security deposit of \$2600 and a pet damage deposit of \$2600 on June 15, 2015.

The issue between the parties is whether the parties entered into an extension or new fixed term tenancy agreement that provided the tenancy would end on September 30, 2017. There is evidence that the parties initially agreed to this through an exchange of text messages. However, the landlord subsequently retracted this agreement and submits it is not enforceable as it was not evidence in writing and not initialed by both parties as required by the tenancy agreement and schedule to the Regulations.. The tenant submits the agreement is a new agreement and it was the landlord's obligation to prepare a new tenancy agreement which she failed to do. The landlord testified she was not prepared to agree to end the tenancy on September 30, 2017 as it is difficult to find new tenants at that time.

Settlement:

At the end of the hearing after extensive discussion the parties reached a settlement and they asked that I record the settlement as follows:

- a. The parties mutually agree to end the tenancy on August 31, 2017.
- b. The parties request that the arbitrator issue an Order of Possession effective August 31, 2017.
- c. The tenants shall have an option to re-rent the premises which includes the following terms provided they give the landlord written notice they wished to re-rent the premises on or before July 15, 2017::
 - The rent shall be \$5300 per month payable in advance on the first day of each month.
 - The term shall provide that the tenancy shall commence on September 1, 2017 and shall end on June 30, 2018 and the tenants must move out of the residential unit by that date.
 - The remaining terms of the fixed term tenancy agreement shall be in the same form as the tenancy agreement that was signed by the parties on May 15, 2015.
- d. Should the tenants decide to re-rent the landlord shall prepare a fixed term tenancy agreement according to the terms above for signature by the parties.
- e. Should the tenants decide not to re-rent the rental unit they shall advise the landlord accordingly on or before July 15, 2017 and the tenants shall give the landlord access to show the rental property two times a week commencing July 16, 2017.

Determination and Orders:

As a result of the settlement I granted an Order of Possession effective August 31, 2017.

The tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, the landlord may register the Order with the Supreme Court of British Columbia for enforcement.

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: May 31, 2017

Residential Tenancy Branch