



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ALL STAR DEVELOPMENT LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, FF

Introduction

This hearing was scheduled to deal with a tenant's application to cancel a 1 Month Notice to End Tenancy 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. On a procedural note; however, the male tenant had to be cautioned a number of times to conduct himself appropriately during the hearing as he presented himself as argumentative and accusatory while deviating from the relevant matter.

At the outset of the hearing I determined that the tenants failed to serve their Application for Dispute Resolution upon the landlord within three days of picking up the hearing package, as required under section 89 of the Act. Rather, the tenants waited for eight days before taking the hearing package to an Advocate who in turn assisted the tenants in sending the hearing package to the landlord via registered mail.

In contemplating how to proceed with the matter considering the tenants failure to comply with section 59 of the Act, the tenants stated they are preparing to vacate and would like to discuss a mutual agreement to end tenancy. The landlord indicated that the landlord was open to a mutual agreement to end tenancy due to compassionate reasons.

I proceeded to assist the parties reaching a mutual agreement in resolution of this matter. The parties were able to reach a mutual agreement and I have recorded their agreement by way of this decision and the Order of Possession that accompanies it.

Issue(s) to be Decided

What are the terms of the mutual agreement?

Background and Evidence

All parties agreed to the following terms and conditions during the hearing:

1. The tenancy shall continue until no later than July 31, 2017 at which time vacant possession will be returned to the landlords.
2. The tenants will ensure rent is paid in full and on time for the remainder of the tenancy.
3. The tenants may end the tenancy earlier than July 31, 2017 by giving the landlord one full month of written notice. Should the tenants given less than one full month of notice to end the tenancy, the landlords may hold the tenants responsible for loss of rent if the landlord does not secure replacement tenants.
4. The landlords may seek the tenants consent to enter the rental unit for the purpose of showing the unit to prospective tenants by way of an oral request or text message.
5. The tenants will co-operate with the landlord's requests for showings and ensure the rental unit is in a reasonably clean and presentable state for showings.
6. The tenants will not keep the peace with other tenants or occupants of the residential property for the remainder of the tenancy.
7. Should the tenants fail to comply with the terms agreed upon the landlords remain at liberty to serve the tenants with another Notice to End Tenancy or Landlord's Application for Dispute Resolution as appropriate in the circumstance.

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 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 I make the terms an Order to be binding upon both parties.

In recognition of the mutual agreement, I provide the landlords with an Order of Possession with an effective date of July 31, 2017 to serve and enforce upon the tenants if necessary.

Conclusion

The parties reached a mutual agreement in resolution of this matter that I have recorded by way of this decision. In recognition of the mutual agreement, the landlords have been provided an Order of Possession effective on July 31, 2017.

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 09, 2017

Residential Tenancy Branch