



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes

OPM

### Introduction

This hearing was scheduled to deal with a landlord's application for an Order of Possession based on a Mutual Agreement to End Tenancy. 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 confirmed service of the hearing documents and evidence; explained the hearing process to the parties; and; gave the parties the opportunity to ask questions.

After both parties had an opportunity to be heard, I orally provided the parties with my preliminary findings. The parties were given the opportunity to reach a mutual agreement with respect to the end of this tenancy. I was able to facilitate a mutual agreement between the parties and I have recorded their agreement by way of this decision and the Orders that accompany it.

### Issue(s) to be Decided

What are the terms of the mutual agreement?

### Background and Evidence

During the hearing, the parties mutually agreed upon the following terms:

1. The tenants may have use and occupancy of the rental unit up to but no later than May 31, 2018 provided the tenants pay for use and occupancy of the rental unit (\$900.00) for the month of May 2018. The landlord shall be provided an Order of Possession of the rental unit with an effective date of May 31, 2018 that may be served and enforced upon the tenants in any circumstance.
2. Should the tenants not pay \$900.00 for use and occupancy of the rental unit for the month of May 2018 by May 1, 2018 the landlord may serve and enforce an Order of Possession that has an effective date of April 30, 2018.

3. The landlord will not require payment from the tenants for any month the tenants are not in possession of the rental unit. For example: if the tenants move out of the rental unit by April 30, 2018 the landlord would not seek monies for use and occupancy from the tenants for the month of May 2018 and if the landlord had already collected monies from one or both of the tenants for the month of May 2018 the landlord would refund the monies without delay.

### 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 their 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 term(s) an Order to be binding upon both parties.

In recognition of the parties' mutual agreement, I provide the landlord with two Orders of Possession, as follows:

- An Order of Possession with an effective date of May 31, 2018 that may be served and enforced upon the tenants in any circumstance.
- A conditional Order of Possession with an effective date of April 30, 2018 that the landlord may serve and enforce upon the tenants if the tenants do not pay \$900.00 for use and occupancy of the rental unit for the month of May 2018 by May 1, 2018.

### Conclusion

The parties reached a mutual agreement in resolution of this matter that I have recorded in this decision. In recognition of the mutual agreement, I have provided the landlord with an Order of Possession with an effective date May 31, 2018 and a conditional Order of Possession with an effective date of April 30, 2018.

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: April 10, 2018

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Residential Tenancy Branch