



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNR, OLC, LRE, OPR

### Introduction

This hearing was scheduled to deal with cross applications. The tenants applied to cancel a *10 Day Notice to End Tenancy for Unpaid Rent*; requested orders for compliance and to set conditions or suspend the landlord's right to enter the rental unit. The landlords applied for an Order of Possession for unpaid rent.

Both parties appeared or were represented at the hearing and had the opportunity to be make relevant submissions and to respond to the submissions of the other party pursuant to the Rules of Procedure.

At the outset of the hearing, I explored service of hearing documents upon the parties. The tenant personally served the tenant's hearing package upon the landlords in person on or about August 17, 2018. The landlord confirmed this to be accurate. The landlord testified that the landlord's hearing package was served by posting on the door on or about August 22, 2018. The tenant acknowledged receiving a "form" and hand written letters posted on her door but denied receiving the Landlord's Application for Dispute Resolution. I asked the tenant to read from the "form" that was posted. The tenant appeared very confused by my request and had trouble locating and/or reading from the form. In the essence of time, I informed the parties that it was not necessary to confirm service of the landlord's hearing package since the landlords were only seeking an Order of Possession and an Order of Possession may be issued where a tenant files to dispute a Notice to End Tenancy. I proceeded to explain to the parties that the primary issue to resolve appears to be the fate of the tenancy.

Shortly after hearing from the tenants I attempted to facilitate a mutual agreement in resolution of their dispute. The parties were able to reach a mutual agreement which I have recorded by way of this decision and the Order of Possession that accompanies it.

Despite the parties' agreement to end the tenancy later today, both parties attempted to raise issues concerning the other parties' conduct and concern that it will be repeated in future tenancies. I informed the parties that I am tasked with resolving the issues raised on the Applications before me that effect the tenancy that is the subject of this proceeding and I did not permit submissions on matters that may affect future tenancies with other parties. I informed the parties that the appropriate compliance and enforcement department(s) may offer the services they seek.

### Issue(s) to be Decided

What are the terms of the mutual agreement?

### Background and Evidence

In resolution of their dispute, the parties mutually agreed to the following:

1. The tenant(s) shall remove the remainder of the tenants' possessions and leave a reasonably clean and undamaged rental unit by 5:00 p.m. today.
2. The tenant(s) shall deliver the keys to the landlords' front door at 5:00 p.m. today.
3. The landlord(s) shall not enter the rental unit before 5:00 p.m. today.

The landlord also stated that he does not intend to ask to the tenants to participate in a move-out inspection.

### 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 I make the term(s) an Order to be binding upon both parties.

In recognition of the mutual agreement, I provide the landlords with an Order of Possession effective at 5:00 p.m. on September 28, 2018 to serve and enforce upon the tenants in the event they fail to fulfill their agreement.

Conclusion

The parties reached a mutual agreement that I have recorded in this decision. In recognition of the mutual agreement, I provide the landlords with an Order of Possession effective at 5:00 p.m. on September 28, 2018 to serve and enforce in the event the tenant do not fulfill their agreement.

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: September 28, 2018

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Residential Tenancy Branch