



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Randall North Real Estate
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPC, OPR, MNRL -S; MNDCL -S; FFL

Introduction

This hearing was scheduled to deal with a landlord's application for an Order of Possession for unpaid rent and cause; a monetary order for unpaid and/or loss of rent and anticipated cleaning costs; and, authorization to retain the tenants' security deposit and/or pet damage deposit. Both parties appeared or were represented at the hearing and had the opportunity to make relevant submissions and to respond to the submissions of the other party pursuant to the Rules of Procedure.

The landlord testified that the hearing documents and the landlord's evidence was sent to each of the tenants, via registered mail, on September 19, 2019 with the exception of two rent receipts issued after that date. Those two rent receipts were provided to the tenants in person and via email after September 19, 2019. The tenants confirmed that they picked up only one of the registered mail packages and they were both reviewing the documents contained in that package. The tenants confirmed there are approximately 30 pages of documents in the package they received.

The tenants confirmed that they did not provide any evidence for this proceeding; however, they stated they had attempted to dispute the 10 Day Notice and the 1 Month Notice under a previous hearing held on October 7, 2019 and had provided evidence under that file (file number referenced on the cover page of that decision).

I explained the hearing process to the parties and gave the parties the opportunity to ask questions.

It is arguable that the tenant's previous Application for Dispute Resolution should have or could have been amended at the previous hearing and in recognition the unfairness in not doing so, I gave the tenants the opportunity to describe a basis for cancelling the 10 Day Notice and 1 Month Notice served to them on September 3, 2019.

After both parties had an opportunity to be heard, the parties turned their minds to resolving their dispute by way of a mutual agreement. 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

The parties mutually agreed to the following terms and conditions in resolution of this matter:

1. The parties agree that the tenants are current in their rent and do not owe the landlord any monies for rent or deposits at this time. Accordingly, a Monetary Order is not provided to the landlord with this decision.
2. The tenancy shall end no later than January 31, 2020 conditional upon the tenants paying rent in full and on time for December 2019 and January 2020.
3. The landlord shall be provided an Order of Possession effective January 31, 2020 that may be served and enforced in any circumstance. The landlord shall be provided a conditional Order of Possession effective two days after service that may only be served and enforced if the tenants fail to pay the rent for December 2019 in full and on time or the rent for January 2020 in full and on time.
4. Should the tenants wish to end the tenancy earlier, effective December 31, 2019, the tenants may do so by giving the landlord written notice on or before November 30, 2019.
5. The security deposit and the pet damage deposit collected by the landlord shall remain in trust to be administered at the end of the tenancy in accordance with the Act.
6. The tenants shall not use the security deposit or the pet damage deposit to pay rent for December 2019 or January 2020.
7. It is recognized that the landlord may wish to show the rental unit to prospective tenants and to do so the landlord shall either obtain the tenant's oral consent for a showing or by giving the tenants a written notice at least 24 hours in advance. Where the tenants give consent for a showing or receive a proper 24-hour written notice, the tenants shall not interfere with the landlord's efforts to show the rental unit to prospective tenants.
8. Should the tenant request the landlord provide a reference to a prospective landlord the landlord shall provide accurate and truthful information to the prospective landlord.

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 landlord with two Orders of Possession, as follows:

- An Order of Possession effective January 31, 2020 that may be served and enforced in any circumstance.
- A conditional Order of Possession effective two days after service that may only be served and enforced if the tenants fail to pay the rent for December 2019 in full and on time or the rent for January 2020 in full and on time.

By way of this decision I award the landlord recovery of the filing fee. The landlord is authorized to deduct \$100.00 from the tenants' security deposit in satisfaction of this award.

Conclusion

The parties resolved this matter by way of a mutual agreement that I have recorded by way of this decision and the orders that accompany it. In recognition of their mutual agreement, I have provided the landlord with two Orders of Possession: an Order of Possession effective January 31, 2020 and a conditional Order of Possession that may only be served and enforced if the tenants fail to pay the rent for December 2019 and January 2020 in full and on time.

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: November 21, 2019

Residential Tenancy Branch