



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPM, OLC, FFT

Introduction

This hearing was set to deal with a landlord's application for an Order of Possession based on a Mutual Agreement to End Tenancy and a tenant's application for orders for the landlords to comply with the Act, regulations or tenancy agreement.

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.

I confirmed that the parties were in receipt of the other party's respective hearing documents and materials.

The style of cause has been amended, with consent, to accurately reflect that there is only one tenant and that the other individuals identified on the tenant's Application for Dispute Resolution are occupants.

Shortly after the hearing commenced the parties expressed an interest in resolving this matter 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

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

1. The tenancy shall end and the tenant shall deliver vacant possession of the rental unit to the landlords no later than May 1, 2020. The tenant remains obligated to leave the rental unit “reasonably clean” and undamaged as required under section 37 of the Act. The landlords shall be provided an Order of Possession effective at 1:00 p.m. on May 1, 2020.
2. As compensation to the tenant for ending the tenancy, the landlords shall pay to the tenant the amount of \$3,100.00 on today’s date and a further \$3,100.00 payment shall be made to the tenant immediately after the tenant returns possession of the rental unit to the landlords. The tenant shall be provided a Monetary Order reflecting the sum of \$6,200.00.
3. Also as compensation to the tenant for ending the tenancy, the tenant is not required to pay any rent for the month of April 2020 which has a value of \$3,100.00.
4. The security deposit and pet damage deposit, totalling \$3,100.00, shall remain in trust for the tenant, to be administered in accordance with section 38 of the Act after the tenancy ends. The tenancy shall be considered to be at an end when the tenant returns possession of the rental unit to the landlords.

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 terms an Order of mine to be binding upon both parties.

In recognition of the mutual agreement, I provide the following orders to serve and enforce, as necessary:

- The landlords are provided an Order of Possession effective at 1:00 p.m. on May 1, 2020.
- The tenant is provided a Monetary Order in the amount of \$6,200.00 which represents the compensation that is payable to the tenant for ending the tenancy in addition to the free month of rent for April 2020.

Conclusion

The parties reached a mutual agreement during the hearing in resolution of this matter that I have recorded by way of this decision and made an order of mine to binding upon both parties.

With this decision, the landlords are provided an Order of Possession effective at 1:00 p.m. on May 1, 2020 and the tenant is provided a Monetary Order in the sum of \$6,200.00 in recognition of the terms mutually agreed upon.

The security deposit and pet damage deposit remain in trust for the tenant at this time, to be administered in accordance with section 38 of the Act after the tenancy ends. The tenancy is considered to be at an end when the tenant returns possession of the unit to the landlords.

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: March 26, 2020

Residential Tenancy Branch