



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET, FFL

Introduction

This hearing dealt with a landlord's application for an order to end the tenancy early and obtain an Order of Possession under section 56 of the Act.

The landlords appeared along with their agent. Three of the five named tenants appeared at the hearing.

The landlords submitted that they notified all five named tenants by registered mail and the landlord included a copy of the tenancy agreement and 8 photographs in the packages sent to the tenants. The tenants confirmed that they were notified of the proceeding by registered mail and receipt of the landlord's photographic evidence but stated the package did not include a copy of the tenancy agreement(s). The tenants confirmed that they were representing a fourth named tenant, referred to by initials BS, as he was unavailable for the hearing.

The tenants testified that the fifth named tenant, referred to by initials AS, moved out of the rental unit months ago. Although the landlords sent registered mail to AS at the rental unit, having heard he moved out of the rental unit months ago, I was not satisfied he had been notified of this proceeding and I excluded him as a named respondent. However, I informed the parties that should I issue an Order of Possession with this decision it will require the tenants and all other occupants to vacate the rental. The parties indicated they understood this.

As preliminary issue, I also tried to reconcile the names of the tenants I listed on this Application for Dispute Resolution with the names of the tenants appearing on the tenancy agreement uploaded by the landlords. There were only two tenants identified on the written tenancy agreement before me, BS and another person not named in this Application for Dispute Resolution. The landlords explained that tenants come and go

and there are separate tenancy agreements for different tenants even though they are jointly required to pay rent of \$2200.00 per month. The three tenants before were not listed on the tenancy agreement presented to me but confirmed that they considered themselves to be tenants. Since I see a tenancy agreement naming BS as a tenant, and the other tenants named in this decision confirm that they consider themselves to be tenants, the style of cause has been left as filed by the landlords with the exception of exclusion of AS.

I explained the hearing process to the parties and permitted the parties to ask questions about the process.

After both the landlords and the tenants had an opportunity to be heard, I attempted to facilitate a mutual agreement to end tenancy. The parties were able to reach such an agreement and I have recorded it by way of this decision.

Issue(s) to be Decided

What are the terms of the mutual agreement to end tenancy?

Background and Evidence

The parties mutually agreed upon the following terms:

1. The tenancy shall end no later than June 14, 2020 and the landlords shall be provided an Order of Possession effective on June 14, 2020 under section 56 of the Act.
2. The tenants shall pay the monthly rent of \$2200.00 that is due on May 15, 2020 by way of e-transfer sent to the landlord on or before May 15, 2020.
3. It is recognized that the parties are in dispute as to whether the landlords are owed rent and utilities for the months of February 2020 through April 2020 but I make no findings on that matter by way of this decision. The tenants may also owe utilities for May 15, 2020 to the end of the tenancy. The matter of rent and utilities that may be outstanding shall be dealt with by way of a future dispute resolution proceeding if the parties remain in dispute about such matters.

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 under section 56 of the Act that shall be effective at 1:00 p.m. on June 14, 2020.

The tenants are hereby ordered to pay rent that is due on May 15, 2020, in the amount of \$2200.00, by e-transfer sent to the landlord on or before May 15, 2020.

Conclusion

The tenancy shall end no later than June 14, 2020 and the landlords are provided an Order of Possession reflecting that date, under section 56 of the Act.

The tenants are ordered to pay the rent that is due on May 15, 2020, in the amount of \$2200.00, by e-transfer sent to the landlord on or before May 15, 2020.

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 07, 2020

Residential Tenancy Branch