



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 353178 BC LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OLC, OPM, MNRL, FFL

Introduction

This hearing dealt with a tenant's application to have a Mutual Agreement to End Tenancy set aside and a landlord's application for an Order of Possession based on the Mutual Agreement to End Tenancy and a Monetary Order for loss of rent.

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.

At the outset of the hearing, I affirmed the parties and I ordered the parties to not record the proceeding. I confirmed the parties had exchanged their respective hearing materials upon each other and I admitted their materials into evidence.

The hearing process was explained to the parties and the parties were given the opportunity to ask questions about the process.

On another procedural note, the tenant had applied to cancel a Four Month Notice to End Tenancy for Demolition, Renovation, Repair or Conversion of a Rental Unit and order(s) for compliance; however, I noted neither party had provided a copy of a Four Month Notice. Rather, I was provided materials concerning a signed Mutual Agreement to End Tenancy. The tenant and his daughter confirmed their intention is to have the Mutual Agreement cancelled or set aside. The landlord's agent confirmed they understood the tenant was trying to dispute the Mutual Agreement to End Tenancy. Accordingly, I was satisfied the landlord would not be prejudiced if I amended the tenant's application to reflect dispute of a Mutual Agreement to End Tenancy and informed the parties that I would resolve that issue.

After both parties had an opportunity to be heard with respect to the circumstances surrounding the execution of the Mutual Agreement to End Tenancy the parties turned their minds to resolving their dispute by way of a mutual agreement. I was able to facilitate a mutual agreement 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 reached during the hearing?

Background and Evidence

During the hearing, the parties mutually agreed upon the following terms in resolution of the applications before me:

1. The tenancy may continue and the tenant shall be permitted occupancy of the rental unit until no later than August 1, 2021 at which point the tenant must return vacant possession of the rental unit to the landlord. The landlord shall be provided an Order of Possession effective on August 1, 2021.
2. The tenant is required to pay the monthly rent of \$1223.00 on or before the first day of the remaining months of tenancy. Should the tenant fail to pay the full monthly rent on or before the first day of each remaining month of tenancy, the landlord may serve the tenant with an Order of Possession effective two (2) days after service upon the tenant. The landlord is provided a conditional two (2) day Order of Possession with this decision.
3. The landlord waives entitlement to recover the \$223.00 in unpaid and/or loss of rent for the month of April 2021.
4. The tenant may elect to end the tenancy earlier than August 1, 2021 and is not required to give the landlord any advance notice of such.
5. Should the tenant vacate the rental unit before August 1, 2021 but has paid rent for the month in which he vacates, the landlord agrees to refund rent to the tenant, on a pro-rated basis, for the days remaining in the month after the tenant vacates.

I reviewed the above terms with the parties and both parties confirmed their agreement with the above terms and that they understood the terms.

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:

- an Order of Possession effective at 1:00 p.m. on August 1, 2021 that may be served and enforced in any circumstance.
- a conditional Order of Possession effective two (2) days after service that may be served and enforced only in the event the tenant fails to pay the monthly rent of \$1223.00 for June 2021 or July 2021 on or before June 1, 2021 or July 1, 2021, respectively.

Conclusion

The parties resolved their dispute by way of a mutual agreement that I have recorded in this decision and the Orders of Possession that accompany this decision. In recognition of the mutual agreement, the landlord is provided an Order of Possession effective at 1:00 p.m. on August 1, 2021 and a conditional Order of Possession effective two (2) days after service.

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 17, 2021

Residential Tenancy Branch