



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Metro Vancouver Housing Corporation
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC

Introduction

This hearing was set to deal with a tenant's Application for Dispute Resolution for cancellation of a One Month Notice to End Tenancy for Cause ("1 Month Notice").

Both parties appeared and were represented at the hearing. The parties were affirmed and the parties were ordered to not make an unofficial audio recording of the proceeding. Both parties 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 explored service of hearing materials. I confirmed both parties had exchanged their respective hearing materials upon each other. I also confirmed that although the tenant had served additional materials after the deadline for doing so, the landlord took no issue with admittance of the late served evidence. Accordingly, I admitted all of the materials submitted to me by the parties.

I determined that the tenant had named his son as a co-tenant in filing his Application for Dispute Resolution but the tenant's son was not a tenant under the tenancy agreement. With consent, the tenant's son was excluded as a named party but he remained in attendance at the hearing.

During the hearing, the parties turned their minds to resolving this matter by way of a mutual agreement. I was able to facilitate a mutual agreement between the parties, which I have recorded by way of this decision and the Order of Possession that accompanies it.

Issue(s) to be Decided

What are the terms of the mutual agreement?

Background and Evidence

During the hearing, both parties agreed to the following terms in resolution of this matter:

1. The tenancy shall end no later than April 30, 2022 pursuant to a mutual agreement to end tenancy and the 1 Month Notice is set aside. The landlord shall be provided an Order of Possession with this decision that is effective at 1:00 p.m. on April 30, 2022.
2. It is recognized that the tenant is currently in rent arrears. Upon satisfaction of the rent arrears the landlord shall provide a positive rental reference for the tenant reflecting the tenant to be in good standing and the tenancy is ending or has ended due to a mutual agreement to end tenancy.
3. Should the landlord receive a reference check for the tenant's son, the landlord shall not exhibit any bias towards the tenant's son and shall provide a positive reference as to his occupancy at the residential property.

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 an Order of Possession effective at 1:00 p.m. on April 30, 2022.

Conclusion

The parties reached a mutual agreement in resolution of this matter that I have recorded by way of this decision and the Order of Possession that accompanies it. In keeping with the mutual agreement, the landlord is provided an Order of Possession is effective at 1:00 p.m. on April 30, 2022.

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 21, 2022

Residential Tenancy Branch