



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Lookout Housing Tamura Housing  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OLC

The Tenant filed an Application for Dispute Resolution on December 3, 2021, to ensure the Landlord's compliance with the legislation and/or the tenancy agreement.

The matter proceeded by way of a hearing pursuant to s. 74(2) of the *Residential Tenancy Act* (the "Act") on March 22, 2022. Both the Tenant and the Landlord attended the conference call hearing. I explained the process and both parties had the opportunity to ask questions and present oral testimony during the hearing.

The Landlord confirmed they received notice of this dispute from the Tenant. The Tenant prepared no documentary evidence in advance for this hearing. The Landlord confirmed they delivered their prepared evidence to the Tenant directly in the office at the rental property.

This matter concerns a Mutual Agreement to End a Tenancy (the "Mutual Agreement") form that the Tenant and the Landlord signed jointly. The Landlord provided that the Tenant signed this 2 or 3 months in advance of the final end-of-tenancy date agreed to, which was February 1, 2022. On the date of the hearing, the Tenant remained in the rental unit.

The Landlord submitted that, together with the Tenant, they signed the Mutual Agreement document after a lengthy process of trying to secure alternate housing for the Tenant in this assisted living arrangement. The Landlord's understanding was that this was in the best interests of the Tenant who had expressed their desire to move on from a difficult living arrangement in order to get healthy.

The Landlord secured new accommodation for the Tenant here, and their understanding was that the Tenant had signed the 'intention to rent' document to begin a tenancy at their new place.

The Tenant's representative in the hearing stated they filed this Application to ensure the Tenant's best interests were represented in relation to the Mutual Agreement which they

thought was signed under pressure. They were also working with the Tenant to find appropriate housing.

The Landlord reiterated their long-standing concerns with the Tenant's lifestyle choices and visitors and guests of the Tenant posing a danger to others. They stated that their concerns also lie with the best interests of the Tenant, whose living arrangements should properly change for their own health and wellness.

The parties discussed options of having the Tenant stay in their current living arrangements, with a postponement added on to the end-of-tenancy effective date. The Landlord effectively agreed to this extended timeframe for three more months. This was with the time used to find suitable alternative housing for the Tenant, which their representative in the hearing would be assisting with. The Landlord underlined that the Mutual Agreement was a legally valid document, and insisted on the Tenant's and their guests' good behaviour over the coming months.

Given that the parties discussed the main issue and reached an agreement on logistics, the Landlord's compliance with the legislation and/or the tenancy agreement is not in issue.

### Conclusion

I dismiss the Tenant's Application, without leave to reapply. I make this decision on the authority delegated to me by the Director of the Residential Tenancy Branch under s. 9.1(1) of the *Act*.

Dated: April 14, 2022

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Residential Tenancy Branch