



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OLC, FFT

Introduction

On August 11, 2022 the Tenant submitted an Application for Dispute Resolution proceeding, seeking 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 October 20, 2022.

The Tenant, with an advocate assisting them, and the Landlord attended the hearing. This was an opportunity for each to present oral testimony and make submissions.

Background and Evidence

The tenancy between the parties began on July 1, 2014 with the parties' signed tenancy agreement document. The copy of the agreement in the record shows a monthly rent of \$850 per month; this increased over the course of the tenancy to \$954 as of the date of this hearing.

The Tenant in the hearing presented that they wished to remain in the rental unit. They stated they were not in the correct state of mind when they signed a Mutual Agreement to End Tenancy with the Landlord on July 28, 2022. The Landlord presented this to them at the hospital when they were admitted to that hospital for care. The Tenant presented that they "honestly didn't remember what [they] signed and [they were] not capable of understanding".

Additionally, the Tenant stated they did not recall a discussion about this Mutual Agreement to End Tenancy with a social worker in advance of the Landlord's visit to the hospital. In a subsequent visit with that social worker, the social worker explained the situation to the Tenant and the Tenant then applied for this dispute resolution proceeding.

The Landlord presented that they visited the rental unit on July 26, 2022, with a 24-hour notice to the Tenant that they were doing so. When the Landlord attended for the visit, the Tenant was in the hospital. The Landlord then spoke to the social worker about this proposed arrangement. Given the state of the rental unit the Landlord was in the position to issue a One-Month Notice to End Tenancy for Cause in the alternative.

In the hearing, the Landlord stated they attended the hospital after they were sure the Tenant spoke with their social worker about the situation. The Landlord observed the Tenant to be understanding, and the entire process involving discussion and signing the mutual agreement, as well as the "Agreement To End Tenancy" that contains very specific terms, took 20 or 30 minutes.

In the hearing, the Landlord submitted they were open to negotiation for the end-of-tenancy date, granting 2 extra months to the Tenant. This date is January 1, 2023. The Tenant proposed a "probation period" in line with their efforts to refurbish the rental unit and focus on its maintenance and upkeep going forward. The Landlord responded to say they were firm on their position on ending the tenancy.

The Advocate who assisted the Tenant in this hearing stated the date of January 1, 2023 was "really clear" and this would give the Tenant time to stabilize their situation and focus on finding another place to live. The Landlord had issued a One-Month Notice to End Tenancy for Cause during the interim period prior to the hearing.

The Tenant agreed to the final end-of-tenancy date of January 1, 2023 by 1:00pm. The Landlord granted they would not pursue an Order Of Possession in line with the One-Month Notice to End Tenancy for Cause if they had the Tenant's agreement on the January 1st date.

Settlement Agreement

The parties reached a full and final agreement in the hearing that the tenancy will end January 1, 2023 at 1:00pm. They confirmed this agreement is made on a voluntary basis and with the understanding of the nature of this full and final settlement on this matter.

The Landlord made this offer to extend the end of tenancy on their own, in consideration of the Tenant's special needs in this matter. The Tenant shall pay the full amount of rent for the remaining months in the tenancy: November and December 2022.

This settlement agreement was reached in accordance with s. 63 of the *Act*. The parties are bound by the terms of this agreement, as well as the tenancy agreement and the *Act*. Should either party violate the terms of this settled agreement, the tenancy agreement or the *Act*, it is open to the other party to take steps under the *Act* to seek remedy.

I grant the Landlord an Order of Possession in this matter. They must serve this Order of Possession on the Tenant should the Tenant not comply with the end-of-tenancy date they committed to in this hearing.

Given the Tenant was compliant and worked with the Landlord to establish a firm end-of-tenancy date, I authorize the Tenant to withhold a one-time \$100 reduction in rent, as reimbursement of this Application filing fee.

Conclusion

The parties reached a full and final settlement agreement in resolution of their disputes. I have recorded the terms of settlement in this decision and in recognition of the settlement agreement I provide the Landlord with an Order of Possession to serve and enforce upon the tenant, if necessary.

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: October 24, 2022

Residential Tenancy Branch