



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding DALLO ENTERPRISES INC.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, RP, LRE, LAT, OLC, FFT

Introduction

This hearing was scheduled to deal with a tenant's application to cancel a One Month Notice to End Tenancy for Cause, among several other remedies.

Both parties appeared or were represented during the hearing and the parties were affirmed.

At the outset of the hearing, I confirmed the parties had exchanged their respective hearing materials upon the other party and I admitted the materials for consideration in making this decision.

The application was amended to identify the landlord by its legal name.

During the hearing, the parties turned their minds to resolving their dispute by way of a mutual agreement. The parties reached a mutual agreement and I have recorded it by way of this decision and the order that accompanies it.

Issue(s) to be Decided

What are the terms of the mutual agreement?

Background and Evidence

During the hearing, the parties mutually agreed upon the following terms in resolution of this dispute:

1. The tenancy shall end no later than April 30, 2023 and the landlord shall be provided an Order of Possession reflecting this date.
2. The tenant remains is at liberty to end the tenancy earlier than April 30, 2023. The landlord waives entitlement to receiving at least one full month of advance written notice and shall accept notice from the tenant with as little as one day's advance notice.
3. The tenant remains obligated to pay the monthly rent of \$832.90 on the first day of each month for the remainder of the tenancy.
4. The security deposit remains in trust for the tenant, to be administered at a later date in accordance with the Act.
5. It is recognized that the manager is currently in possession of the tenant's keys and fob for the rental unit after the tenant mistakenly gave them to the manager. The manager shall provide the tenant with the keys and fob when he requests their return, during the manager's working hours, without any undue delay.

As a matter of record, the tenant is not currently physically at the rental unit. In the event the landlord must serve the tenant with a document, the tenant authorizes the landlord to serve him by email until such time the tenant physically returns to the rental unit (ie: the keys and fob are returned to the tenant). The tenant's email address is recorded on the cover page of this decision.

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, 2023.

Conclusion

The parties reached a mutual agreement in resolution of this dispute that I have recorded in this decision. In recognition of the mutual agreement, I provide the landlord with an Order of Possession effective at 1:00 p.m. on April 30, 2023.

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: January 31, 2023

Residential Tenancy Branch