



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

CNLC, MT, OPB, FF

This was a cross-application hearing. The parties confirmed receipt of each other's applications and evidence.

Background and Evidence/Analysis

The parties agreed that the tenancy agreement supplied as evidence indicated a start date of November 1, 2011. The tenancy was a 1 year fixed-term and the parties initialled the section of the standard tenancy agreement that references the length of tenancy.

The parties confirmed that neither of the boxes on the tenancy agreement, that indicate what should happen at the end of the fixed term; were selected.

The landlord wanted vacant possession of the unit, as the tenants were to vacate on October 1, 2012. The tenant stated that she had expected a long-term tenancy and had no plans to vacate the unit on October 1, 2012.

Mutually Settled Agreement

The tenant and landlord reached agreement to mutually end the tenancy. The landlord plans on possessing the unit herself and agreed to pay the tenant the equivalent of 1 month's rent; which would have been required as part of a 2 Month Notice to End Tenancy for Landlord's Use.

By agreement a monetary Order in the sum of \$1,200.00 has been issued to the tenant. Once payment is made by the landlord the Order will no longer be enforceable.

The tenant agreed to vacate the rental unit effective October 31, 2012, at 1 p.m.

By agreement the landlord has been issued an Order of possession effective 1 p.m. on October 31, 2012.

The parties understand that the deposit must be disbursed as provided by the Act.

Therefore, pursuant to section 63(2) of the Act, I Order the tenant to vacate the rental unit effective 1 p.m. on October 31, 2012; and I Order the landlord to pay the tenant \$1,200.00 compensation, no later than October 31, 2012.

I have enclosed a copy of the *Guide for Landlords and Tenants in British Columbia* for each party.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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 09, 2012.

Residential Tenancy Branch