



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Roxbury Holdings Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNL – MT, FFT

Introduction

This hearing was scheduled to deal with a tenant's application to cancel a *Two Month Notice to End Tenancy for Landlord's Use of Property* dated September 21, 2020 and more time to make the application.

The tenant and the landlord's agent appeared for the hearing along with their respective lawyers.

At the outset of the hearing, I confirmed the landlord's agent was served with the proceeding package and a copy of the Two Month Notice, in person on November 27, 2020, by the tenant's former advocate in the presence of a witness. I was satisfied the landlord was duly served with notification of this proceeding and I continued to hear from the parties.

The tenant's lawyer requested an adjournment and the landlord's lawyer opposed the adjournment request and there were also issues raised with respect to service of evidence; however, it was unnecessary for me to make a decision with respect to these preliminary issues as the tenant and the landlord's agent indicated a willingness to resolve the matter by way of a mutual agreement. I was able to facilitate a mutual agreement between the parties and the parties confirmed their agreement to the terms after having the opportunity to consult with their respective lawyer. Accordingly, I have recorded the terms of the mutual agreement by way of this decision and the Order of Possession that accompanies it.

I amended the style of cause to reflect the landlord's name as it is recorded on the Two Month Notice ("Ltd." was added to the landlord's name).

Issue(s) to be Decided

What are the terms of the mutual agreement?

Background and Evidence

The tenant and the landlord's agent recognized and mutually agreed upon the following terms in resolution of this matter:

1. It is recognized that the tenant and the landlord had executed a Mutual Agreement to End a Tenancy on November 30, 2020 with an effective date of February 1, 2021 and the tenant was provided compensation by the landlord totalling \$890.00 by way of an authorized rent reduction of \$200.00 for the month of December 2020 and waiver of the \$690.00 in rent otherwise payable for January 2021.
2. During this hearing, the parties agree that the tenancy end date shall be extended to no later than April 1, 2021; and,
 - a. the landlord shall be provided an Order of Possession reflecting an effective date of April 1, 2021;
 - b. the tenant shall retain the compensation he was provided by the landlord as described in 1. above; but,
 - c. the tenant shall be required to pay \$690.00 in rent for the month of February 2021, right away, and \$690.00 in rent for the month of March 2021 on or before March 1, 2021.
3. It was also agreed that should the tenant vacate the rental unit on or before March 1, 2021 the landlord waives entitlement to receive a notice to end tenancy from the tenant and will not pursue the tenant for unpaid and/or loss of rent for March 2021.
4. The tenant is permitted to continue to store his personal possessions (identified as a vehicle, a doghouse, and a cart for collecting "empties") on the common property until his tenancy ends or April 1, 2021, whichever date is later, but the tenant must maintain the area so that it is clean and tidy.

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 of mine to be binding upon both parties.

In recognition of the mutual agreement, I provide the landlord with an Order of Possession effective on April 1, 2021.

For added certainty, if the tenant fails to pay rent for February 2021 or March 2021 the landlord is at liberty to serve the tenant with a 10 Day Notice to End Tenancy for Unpaid Rent and if the tenant does not nullify the 10 Day Notice with payment the tenancy may be ended earlier than April 1, 2021 for unpaid rent. The payment of rent for February 2021 is required to be paid "right away" and to bring clarity to that requirement for parties, I order that this obligation to pay rent for February 2021 be fulfilled by the tenant no later than February 15, 2021.

Conclusion

The parties reached a mutual agreement in resolution of this matter that I have recorded in this decision and made binding. In recognition of the mutual agreement, I provide the landlord with an Order of Possession effective on April 1, 2021.

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: February 09, 2021

Residential Tenancy Branch