



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

Decision

Dispute Codes: MT, O

Introduction

This hearing dealt with the tenant's application for more time to make an application to cancel a notice to end tenancy. Further, the tenant disputes the validity of the "mutual agreement to end a tenancy" form signed by the parties. Both parties participated in the hearing and gave affirmed testimony.

Background and Evidence

Pursuant to a written residential tenancy agreement, the month-to-month tenancy began on April 1, 2008. Rent in the amount of \$600.00 is payable on the last day of the month which precedes the month for which rent is due. A security deposit of \$300.00 was collected on or about March 1, 2009.

By way of their signatures on a "mutual agreement to end a tenancy" form, the parties agreed that the tenancy would end on May 31, 2009. While the tenant notes on her application form that this document was signed before she actually moved into the unit, the form shows that signatures were affixed on April 30, 2009.

The tenant takes the position that she had little choice but to sign the form as alternate accommodation was in short supply. The landlord argues that by way of such a mutual agreement to end a tenancy, the best interests of longstanding tenants are protected when a landlord has concerns about a new tenant. The tenant's advocate asserts that the landlord's use of this form is inappropriate and that a landlord's concerns about a tenant are more properly addressed by way of such means as issuance of a notice to end tenancy for cause.

Further to all of the above, the landlord issued a 10 day notice to end tenancy for unpaid rent dated June 1, 2009. This notice was issued following the apparent loss of the cheque for June's rent which was said to have been mailed directly to the landlord by the Ministry.

During the hearing the parties exchanged views on the circumstances giving rise to the dispute and undertook to find some resolution.

Analysis

Pursuant to section 63 of the Act, discussion between the parties during the hearing led to a partial resolution of the dispute. Specifically, it was agreed as follows:

- that the tenant's advocate will liaise FORTHWITH with the Ministry and the landlord in order that the original cheque can be cancelled, and a new cheque re-issued and made payable to the landlord for the tenant's June rent;
- that an order of possession will be issued in favour of the landlord to be effective at 1:00 p.m., Tuesday, June 30, 2009.

As to any concern the landlord may have in relation to recovery of a \$25.00 fee for late payment of June's rent, he has the option of making application for dispute resolution.

Conclusion

Pursuant to all of the above, I hereby issue an order of possession in favour of the landlord effective not later than **1:00 p.m., Tuesday, June 30, 2009**. This order must be served on the tenant. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

DATE: June 12, 2009

Dispute Resolution Officer