



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET, FF

Introduction

This hearing was scheduled to deal with the landlord's application for an early end of tenancy and Order of Possession. Both parties appeared at the hearing and were provided the opportunity to make submissions, in writing and orally, and to respond to the submissions of the other party.

A witness for the landlord appeared at the commencement of the hearing and was excluded from the proceeding with the instructions he would be called upon as necessary. The witness was not called upon.

I determined that not all of the documents provided by the landlord for this proceeding were served upon the tenant in a manner that complies with the requirements of the Act and Rules of Procedure. I confirmed the documents served upon the tenant and accepted those documents only. The tenants evidence was sufficiently served and considered in making this decision.

Issue(s) to be Decided

Has the landlord established that this tenancy should end early and an entitlement to an Order of Possession under section 56 of the Act?

Can the parties reach a mutual agreement to end tenancy?

Background and Evidence

The tenancy commenced January 1, 2011 and the rental unit is occupied by the tenant and his girlfriend and baby. In making this application, the landlord identified the following reasons for seeking to end the tenancy early:

1. The tenant has not paid rent for June 2011;
2. The tenant has changed the locks to the rental unit;
3. The tenant has caused water damage to the rental unit; and,

4. The tenant has altered wiring in the furnace room.

I heard a considerable amount of testimony from both parties with respect to the above issues.

In summary, the tenant acknowledged he did not pay rent for June 2011; the tenant acknowledged he changed the deadbolt but claims he has changed it back; the tenant denied causing water damage to the rental unit; and, the tenant acknowledged installing a thermostat in the furnace room but claims this was done with the landlord's permission.

Upon consideration of the testimony and photographic evidence before me during the hearing, I informed the parties that I had reached a decision and that I had found that the landlord had not established the tenancy should end early for reasons provided under section 56 of the Act.

After issuing my decision verbally, the tenant communicated his intention to vacate the rental unit on July 1, 2011. I confirmed with both parties that they agreed to end the tenancy by mutual agreement on July 1, 2011.

Analysis

In recognition of the mutual agreement reached between the parties, I Order that this tenancy shall end July 1, 2011. I provide an Order of Possession to the landlord effective July 1, 2011. The Order of Possession must be served upon the tenant and may be enforced in The Supreme Court of British Columbia as an Order of the court.

I ORDER the tenant to ensure the locks are immediately restored to their original state so as to not prevent the landlord from lawfully entering the rental unit in accordance with section 29 of the Act.

I ORDER the landlord to serve a 24 written notice before entering the rental unit in a manner that complies with section 29 of the Act.

I make no award for the filing fee.

Conclusion

The tenancy shall end July 1, 2011 by mutual agreement. The landlord is provided an Order of Possession effective July 1, 2011 to serve upon the tenant.

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: June 24, 2011.

Residential Tenancy Branch