



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes O

Introduction

This hearing dealt with the landlord's application for an Order of Possession pursuant to a mutual agreement to end tenancy. The tenant did not appear at the hearing. The landlord provided a registered mail receipt as proof of service of the hearing documents. The landlord testified that the registered mail was sent to the tenant at the rental unit February 9, 2012 and was successfully delivered to the tenant on February 16, 2012. I was satisfied the tenant was sufficiently served with notice of this hearing and I proceeded to hear from the landlord without the tenant present.

At the commencement of the hearing I informed the landlord that that I had not received supporting documents other than the registered mail receipt. The landlord affirmed that the supporting documents were sent to the tenant with the hearing package and the landlord had noted in her files that the documents had been faxed to the Residential Tenancy Branch on February 9, 2012; however, a fax confirmation sheet was unavailable. I accepted the landlord's testimony that the tenant had been served with the supporting documentation and I permitted the landlord to re-fax the documents to me during the hearing. The documents received during the hearing were copies of: an authorization letter; a "Termination Agreement"; two cheques totalling \$2,500.00; and a receipt issued February 1, 2012 for payments totalling \$2,500.00.

Issue(s) to be Decided

Is the landlord entitled to an Order of Possession pursuant to a mutual agreement to end tenancy?

Background and Evidence

The tenancy commenced June 1, 2011 and the tenant paid a \$625.00 security deposit. The tenant was required to pay rent of \$1,250.00 on the 1st day of every month. The rent payable for December and January was outstanding until February 1, 2012. The landlord accepted payment of 42,500.00 on February 1, 2012 for use and occupancy only and the parties signed a "Termination Agreement" on that date.

The "Termination Agreement" reflects payment of the rental arrears of \$2,500.00 for December 2011 and January 2012; and, it reflects an agreement that the tenant is not required to pay rent for February 2012 and must vacate the rental unit by 13:00 hrs on February 29, 2012. The document appears to be signed by the tenant and an authorized signatory for the landlord.

With this application the landlord seeks an Order of Possession effective at 1:00 p.m. on February 29, 2012.

Analysis

The Act provides that parties may agree in writing to end a tenancy. The Act permits a landlord to request an Order of Possession based upon such an agreement.

Upon review of the documentation provided to me I am satisfied the parties have agreed to end the tenancy, in writing, effective at 1:00 p.m. on February 29, 2012. Therefore, I am satisfied the landlord is entitled to the Order of Possession as requested.

With this decision I provide the landlord with an Order of Possession effective at 1:00 p.m. on February 29, 2012 to serve upon the tenant and enforce as necessary.

Conclusion

The landlord's application for an Order of Possession effective at 1:00 p.m. on February 29, 2012 has been granted.

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 22, 2012.

Residential Tenancy Branch