



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 dispute resolution under the Residential Tenancy Act (the "Act") seeking an order of possession for the rental unit.

The parties appeared, the hearing process was explained and they were given an opportunity to ask questions about the hearing process.

No party raised any issue regarding service of the evidence or application.

Thereafter all parties gave affirmed testimony, were provided the opportunity to present their evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me.

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure; however, I refer to only the relevant evidence regarding the facts and issues in this decision.

Issue(s) to be Decided

Is the landlord entitled to an order of possession?

Background and Evidence

I heard undisputed testimony that the tenancy started on November 1, 2010 and monthly rent is \$700.00.

The landlord's application requests an order of possession for the rental unit based upon the "Mutual Agreement to End a Tenancy" signed by the landlord's agent and the tenant. The landlord submitted the document, which shows that the parties signed this document on July 18, 2012, and that the tenant agreed to vacate the rental unit by October 1, 2012.

The landlord submitted that the tenant has not yet vacated the rental unit.

The tenant agreed that she has not move out as the purchasers who bought the home containing the rental unit asked her to stay as there tenant. The tenant, however, provided no evidence that this was the case.

Analysis

Based on the relevant oral and written evidence and on a balance of probabilities, I find as follows:

Section 44 of the Act provides ways in which a tenancy may end, which includes the occasion when the landlord and tenant agree in writing to end the tenancy.

Upon reviewing the written evidence, I find that the parties agreed in writing that this tenancy would end on October 1, 2012, and that the tenant failed to vacate as agreed upon.

I therefore find the landlord is entitled to an order of possession for the rental unit.

Conclusion

I therefore grant the landlord an order of possession for the rental unit effective 2 days after service upon the tenant, which enclosed with the landlord's Decision.

Should the tenant fail to vacate the rental unit pursuant to the terms of the order, this order may be filed in the Supreme Court of British Columbia for enforcement as an order of that Court.

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* and is being mailed to both the applicant and the respondent.

Dated: November 02, 2012.

Residential Tenancy Branch