



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **Decision**

### **Dispute Codes:**

ET, FF

### **Introduction**

This Dispute Resolution hearing was convened to deal with the landlord's application seeking an order to end the tenancy early without notice to the tenant. Both parties appeared and each gave testimony in turn.

### **Issue(s) to be Decided**

- Is the landlord entitled to an Order of Possession under the *Residential Tenancy Act*, (the Act)?

### **Preliminary Matter**

The landlord had submitted photos into evidence and these were contained in the hearing file. However, the landlord made reference to other evidence which was not found in the file. The landlord stated that some copies of letters and Notices were brought into the Residential Tenancy Branch and were submitted, along with her documents, when the application was made. An unsuccessful search was made to locate this evidence.

On questioning the landlord, it was apparent that the landlord had a mistaken belief that the Residential Tenancy Branch made copies of the evidentiary documents she presented while applying and attached them to the application on her behalf. I do not accept that this occurred because it is the responsibility of each applicant or respondent to ensure that they produce their own copies and submit them as evidence to RTB and serve them on the other party.

The Residential Tenancy Rules of Procedure, Rule 3.1, requires that all evidence must be served on the respondent and Rule 3.4 requires that, to the extent possible, the applicant must file copies of all available documents, or other evidence at the same time as the application is filed or if that is not possible, at least (5) days before the dispute resolution proceeding.

Instructional information and other relevant data with respect to the above is contained in the application material given to each Applicant and served on each respondent.

### **Background and Evidence**

The landlord is seeking an Order of Possession based on section 56(1) of the *Residential Tenancy Act*, (the *Act*), which permits the landlord to end a tenancy without notice to a tenant in certain restricted and compelling circumstances.

A mediated discussion ensued and the parties reached a mutual agreement that this tenancy will end on December 31, 2012 and that the landlord will be issued an enforceable Order of Possession for that date. The tenant is entitled to vacate prior to that date.

Accordingly, based on the mutual agreement made between the parties, I find that this tenancy is ending by consent and I hereby issue an Order of Possession to the landlord, effective December 31, 2012 at 1:00 p.m. This order must be served on the Respondent and may be filed in the Supreme Court and enforced as an order of that Court.

### **Conclusion**

Pursuant to a mutual agreement between the landlord and tenant, the landlord is issued an Order of Possession on the date agreed to by the parties.

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: December 13, 2012.

---

Residential Tenancy Branch