



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Vancouver Eviction Services and K.B. Properties Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes O

Introduction

This hearing dealt with an Application for Dispute Resolution under the *Manufactured Home Park Tenancy Act* (the “Act”) for “other” and the details of dispute indicating that the landlord was seeking an order of possession based on a mutual agreement to end the tenancy.

An agent for the landlord (the “agent”) appeared at the teleconference hearing and gave affirmed testimony. During the hearing the agent was given the opportunity to provide her evidence orally. A summary of the testimony is provided below and includes only that which is relevant to the matters before me.

As the tenants did not attend the hearing, service of the Notice of a Dispute Resolution Hearing (the “Notice”) was considered. The agent testified under oath that the tenants were served the Notice by registered mail on June 24, 2013. As there are two tenants, the agent provided two registered mail tracking numbers in evidence and confirmed that both packages were signed for by tenant BM on July 2, 2013 and were showing as “successfully delivered” according to the online registered mail postal tracking information. I accept that the tenants were duly served in accordance with the *Act* on July 2, 2013 as a result.

Issue to be Decided

- Is the landlord entitled to an order of possession based on the mutual agreement of the parties to end their tenancy?

Background and Evidence

The agent stated that a month to month tenancy began on or about the year of 2001, although the specific date is unknown. The tenants pay \$675.00 per month in rent which is due on the first day of each month.

The landlord submitted a copy of a mutual agreement between the parties to end the tenancy. According to the document submitted in evidence, on March 27, 2013 the parties agreed to mutually end the tenancy in writing effective July 1, 2013 and that the

tenants were permitted to retain their rent for May and June 2013 as part of their mutual agreement to end the tenancy agreement. The landlord and the tenants signed the mutual agreement to end the tenancy.

The agent stated that the tenants continued to occupy the rental site and are seeking a 2 day order of possession as a result.

Analysis

Based on the documentary evidence, the undisputed testimony of the agent, and on the balance of probabilities, I find the following.

Order of Possession – Section 37(1)(c) of the *Act* states that a tenancy may end if the tenants and the landlord agree in writing to end the tenancy. Based on the evidence before me, **I find** the parties mutually agreed in writing on March 27, 2013 to end the tenancy with an effective vacancy date of July 1, 2013. As the tenants continue to occupy the rental site beyond the July 1, 2013 effective vacancy date, **I grant** the landlord an order of possession effective **2 days** after service on the tenants. This order must be served on the tenants and may be enforced in the Supreme Court of British Columbia.

Conclusion

I grant the landlord an order of possession effective 2 days after service on the tenants. This order must be served on the tenants and may be enforced in the Supreme Court of British Columbia.

This decision is final and binding on the parties, unless otherwise provided under the Act, and is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Manufactured Home Park Tenancy Act*.

Dated: July 22, 2013

Residential Tenancy Branch

