



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPC

### Introduction

This was a hearing with respect to the landlord's application for an order for possession. The hearing was conducted by conference call. The named landlord and the tenant called in and participated in the hearing.

### Issue(s) to be Decided

Is the landlord entitled to an order for possession.

### Background and Evidence

The rental unit is a basement suite in the landlords' house in Port Coquitlam. The tenancy began in April, 2012. The landlords served the tenant with a one month Notice to End Tenancy for cause dated August 10, 2013. The Notice to End Tenancy required the tenant to move out of the rental unit by September 30, 2013. The tenant did not file an application for dispute resolution to dispute the Notice to End Tenancy, although she did submit evidence in response to the landlords' application for dispute resolution stating her disagreement with the grounds for ending her tenancy.

At the hearing the tenant testified that on October 21, 2013 the tenant and the landlords signed a mutual agreement to end tenancy whereby the parties agreed that the tenancy would end and the tenant would move out on October 30, 2013. The tenant faxed a copy of the agreement to the Residential Tenancy Branch and I have reviewed a copy prior to making this decision.

The agreement was signed by the tenant and both landlords and it included a statement acknowledged by both parties that it was not necessary to continue with the Residential Tenancy hearing and that the conference call scheduled for today was not necessary. Despite that provision, both parties called in to participate in this hearing.

At the hearing the landlord said that she did not send a copy of the agreement to the Residential Tenancy Branch because the landlords do not believe that the tenant will abide by the agreement. The tenant confirmed that she is moving on October 30<sup>th</sup> and has arranged to be moved on that day.

### Analysis

The agreement signed by the parties on October 21, 2013 is a valid and binding mutual agreement to end tenancy. It had the effect of cancelling the landlords' One Month Notice to End Tenancy. Notwithstanding the comments in the agreement about not proceeding with this hearing, the landlord is entitled to an order for possession effective October 30<sup>th</sup> to ensure performance of the agreement.

### Conclusion

Pursuant to the mutual agreement to end tenancy signed by the parties and acknowledged at the hearing today, I grant the landlord an order for possession effective October 30, 2013 after service on the tenant. This order may be filed in the Supreme Court and enforced 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*.

Dated: October 25, 2013

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Residential Tenancy Branch

