



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

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### Introduction

This matter dealt with an application by the Landlord for an Order of Possession and other considerations.

The Landlord said they served the Tenants with the Application and Notice of Hearing (the “hearing package”) by UPS courier service (that required a signature on delivery) on December 30, 2013. The Landlord provided a receipt and tracking information to support the service of documents. Based on the evidence of the Landlord, I find that the Tenants were served with the Landlord’s hearing package and I accept the service of documents.

Further the Landlord said the Tenants text messaged him the night prior to the Hearing and said they would not be attending as they were not contesting the application for an Order of Possession.

### Issues(s) to be Decided

1. Do the Landlords have grounds to receive an Order of Possession?

### Background and Evidence

This tenancy started on July 1, 2013 as a 2 year fixed term tenancy. Rent is \$2,700.00 per month payable in advance of the 1<sup>st</sup> day of each month. The Tenant paid a security deposit of \$1,350.00 and a pet deposit of \$1,350.00 in advance of the tenancy.

The Landlord said the parties have signed a Termination Agreement dated October 16, 2013 and a Mutual Agreement to End a Tenancy to end the tenancy on January 31, 2014. These agreements were made to facilitate a sale of the property which closes on February 3, 2014. The Landlord submitted signed copies of the Termination Agreement and the Mutual Agreement to End a Tenancy.

The Landlord said based on the agreements to end the tenancy they are requesting an Order of Possession for January 31, 2014 at 12:00 p.m. (noon).

### Analysis

Section 44 (c) of the Act says a tenancy may be ended if both the landlord and the tenant agree in writing to end the tenancy.

I accept the Landlords testimony and written evidence that the parties have agreed to end the tenancy by mutual agreement in the Termination Agreement signed by all parties on October 16, 2013.

Consequently I award the Landlord an Order of Possession with an effective vacancy date of January 31, 2014 at 12:00 p.m.

Conclusion

An Order of Possession effective on January 31, 2014 at 12:00 p.m. has been issued to the Landlord. A copy of the Order must be served on the Tenant: the Order of Possession may be enforced in the Supreme Court of British Columbia

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: January 14, 2014

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Residential Tenancy Branch

