



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes O

Introduction

This hearing dealt with an application by the landlord for an order of possession.

The landlord and her agent participated in the teleconference hearing. The tenants did not participate. The landlord's agent gave evidence that she served the tenants with the Notice of a Dispute Resolution Hearing and Landlord's Application for Dispute Resolution by registered mail on January 10, 2014. I find that the tenants were properly served.

Issue(s) to be Decided

Is the landlord entitled to an order of possession?

Background and Evidence

The landlord provided a copy of a Rental Agreement and Residential Tenancy Agreement (the "Rental Agreements") dated November 21, 2013 and signed by the parties. The Rental Agreements indicate that the tenancy started on November 21, 2013 and the tenants were obligated to pay \$875.00 in rent in advance on the first day of each month.

The landlord provided a copy of a Termination Agreement dated December 27, 2013 (the "Termination Agreement") and signed by the parties. The Termination Agreement reads:

"The parties named above hereby agree to terminate the Tenancy in regards to the premises named herein at 13:00 hrs on Saturday February 1st, 2014. The tenant agrees to give up peaceful and vacant possession of the said premises at that time.

1 – This agreement is made in consideration of the landlord accepting the security deposit currently held by the landlord of \$437.50 plus pet deposit of \$200.00 (total \$637.50) as payment of rent in full for the month of January 2014. The tenant instructs the landlord to retain same for that purpose.

It is also understood and agreed that this agreement is in accordance with the Residential Tenancy Act of British Columbia which states “A Tenancy ends only if one or more of the following apply ... c) the landlord and Tenant agree in writing to end the tenancy.”

The landlord’s agent gave evidence that the parties signed the Termination Agreement on December 27, 2013.

Analysis

I accept the undisputed evidence of the landlord that the parties agreed in writing to end the tenancy effective at 1:00 p.m. on February 1, 2014, pursuant to Section 44(1)(c) of the Act. The landlord is therefore entitled to an order of possession.

Conclusion

I grant the landlord an order of possession.

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 31, 2014

Residential Tenancy Branch