



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes O

Introduction

This hearing was convened by way of conference call in response to an application made by the landlord for 'other' issues identified as an Order of Possession pursuant to a mutual agreement signed by both parties.

An agent for the landlord appeared for the hearing and served the tenant with a copy of the application and Notice of Hearing documents. The tenant appeared for the hearing and confirmed receipt of the hearing documents served by the landlord. Based on this, I find that the landlord served the tenant with the hearing documents in accordance with the Residential Tenancy Act (referred to as the "Act").

Issue(s) to be Decided

Is the landlord entitled to an Order of Possession based on the mutual agreement to end tenancy?

Background and Evidence

The landlord's agent testified that the landlord was seeking an Order of Possession based on a mutual agreement to end the tenancy on February 28, 2014. The landlord provided a copy of the mutual agreement as evidence which was signed and dated by both parties on November 18, 2013 and states that the tenant agrees to give up peaceful and vacant possession of the premises on February 28, 2014 at 1:00 p.m. However, the landlord's agent testified that the tenant still resides at the property and therefore seeks an Order of Possession to enforce if the mutual agreement between the landlord and tenant is not adhered to.

The tenant confirmed the signed mutual agreement to end the tenancy on February 28, 2014 and was agreeable to the landlord being issued with an Order of Possession for this date.

Analysis

Section 44(1) (c) of the Act states that a landlord and tenant can agree in writing to end the tenancy.

Based on the affirmed testimony of both parties and the written mutual agreement between the landlord and tenant, provided as evidence, I am satisfied that an agreement was reached by the parties on November 18, 2013 to end the tenancy on February 28, 2014. As a result, I find that the landlord is entitled to an Order of Possession effective for the date of the mutual agreement.

Conclusion

For the reasons set out above, I hereby grant an Order of Possession in favour of the landlord effective **February 28, 2014 at 1:00 p.m.** This order is final and binding on the parties and may be enforced.

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 16, 2014

Residential Tenancy Branch

