



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Graham Rogers Management Inc.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR, MNSD, MNDC, FF, O (OPB)

Introduction

This hearing was convened by way of conference call in response to the landlord's application for a Monetary Order for unpaid rent or utilities; for an Order permitting the landlord to keep all or part of the tenant's security deposit; for a Monetary Order for money owed or compensation for damage or loss under the *Residential Tenancy Act* (Act), regulations or tenancy agreement; and to recover the filing fee from the tenant for the cost of this application.

The landlord also seeks an Order of Possession because the tenant breached an agreement with the landlord and has requested the Order of Possession in the details of the dispute. At the outset of the hearing the landlord withdraw all aspects of their claim with the expectation of the Order of Possession.

Service of the hearing documents, by the landlord to the tenant, was done in accordance with section 89 of the Act; served in person by the landlord on April 1, 2014.

The landlord appeared, gave sworn testimony, was provided the opportunity to present evidence orally, in writing, and in documentary form. There was no appearance for the tenant, despite being served notice of this hearing in accordance with the *Residential Tenancy Act*. All of the testimony and documentary evidence was carefully considered.

Issue(s) to be Decided

Is the landlord entitled to an Order of Possession?

Background and Evidence

The landlord attending testified that this tenancy started on May 01, 2012 for a fixed term tenancy which expired on October 31, 2013. The tenancy agreement indicates that at the end of the fixed term the tenant must vacate the rental unit. The landlord testified that the tenant did not sign a new tenancy agreement and the tenancy continued on a month to month basis. Rent for this unit was \$1,100.00 per month due on the 1st of each month. The tenant paid a security deposit of \$550.00.

The landlord testified that the landlord and tenant signed a mutual agreement to end tenancy on March 30, 2014. This agreement was effective on April 30, 2014. A copy of the agreement has been provided in evidence. The landlord testified that the tenant failed to vacate the rental unit in accordance with the mutual agreement and the landlord seeks an Order of Possession effective as soon as possible.

Analysis

The parties may end a tenancy without Notice if both parties agree in writing that the tenancy will end on a given date and both parties sign the mutual agreement to end the tenancy.

In this matter the parties have mutually agreed to end the tenancy in writing and as such this agreement remains a binding agreement and the tenant should have vacated the rental unit on April 30, 2014. The tenant failed to vacate the rental unit on the agreed upon date and as such the landlord is entitled to an Order of Possession of the rental unit as the tenant has breached an agreement with the landlord.

Conclusion

I HEREBY ISSUE an Order of Possession in favour of the landlord effective **two (2) days after service on the tenant**. This Order must be served on the tenant. If the tenant fails to comply with this Order, the 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: June 09, 2014

Residential Tenancy Branch

