



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPB MNDC O

Introduction

This hearing dealt with an application by the landlord for an order of possession pursuant to a mutual agreement to end tenancy and an application by one tenant for monetary compensation.

The landlord named both tenants, JM and CR, as respondents in her application. The tenant JM identified only herself as the applicant in her application. In the hearing, CR stated that she did not oppose the landlord's application for an order of possession. The landlord, the tenants and an advocate for JM all participated in the teleconference hearing.

Preliminary Issue – Request for Adjournment

The tenant JM requested an adjournment to prepare and submit her evidence. The tenant submitted a letter from a doctor, in which the doctor indicated that the tenant has multiple sclerosis, she was in the hospital in June as a result of a flare-up, and she continues to be "troubled by severe problems with vision, mobility, very low energy, pain, and spasms affecting her ability to write." The doctor also wrote that the tenant "has no family or friends to assist her. Given her serious and debilitating medical condition it would be procedurally unfair to proceed at this time."

I accepted the tenant's evidence that she has a debilitating medical condition. However, the tenant in fact did have the assistance of her advocate in the hearing.

I asked the tenant what evidence she may have that would make any impact on the landlord's application for an order of possession pursuant to the mutual agreement to end the tenancy signed by the landlord and CR, the co-tenant. The tenant stated that she had evidence that the landlord was using the law to get rid of her without evidence of cause, and the landlord and the co-tenant had signed a new tenancy agreement for

CR as the sole tenant in a tenancy to commence immediately after the current tenancy ended. The tenant stated that she had emails and text messages to support these allegations.

I informed the tenant that I was not satisfied that an adjournment was warranted, as she did not have evidence that would affect the landlord's application for an order of possession. I was also satisfied that the tenant's advocate could and did ably assist the tenant in presenting the tenant's position and arguments in the hearing. The tenant had been aware of the mutual agreement to end the tenancy on June 16, 2014, and the tenant made her own application for dispute resolution on June 30, 2104, presumably after the time that she was in the hospital. The tenant was clearly well enough by that date to not only make her application but also to type emails and text messages.

I determined that the landlord would be unfairly prejudiced by an adjournment of this matter, as she would then be unable to re-rent the rental unit for August 2014.

For the above reasons, I declined the tenant's request for an adjournment.

Issue(s) to be Decided

Is the landlord entitled to an order of possession, and if so for what date?
Is the tenant entitled to monetary compensation as claimed?

Background and Evidence

The rental unit is occupied by co-tenants, JM and CR. On June 14, 2014 the landlord and CR both signed a mutual agreement to end the tenancy on August 1, 2014. The landlord applied for an order of possession pursuant to that agreement.

As noted above, the tenant JM stated that the landlord was using the law regarding co-tenants to get rid of her without evidence of cause. The tenant further stated that the landlord and the co-tenant had signed a new tenancy agreement for CR as the sole tenant in a tenancy to commence immediately after the current tenancy ended. The landlord and CR denied that they had signed a new tenancy agreement.

The tenant JM requested that if the order of possession were granted, she be given additional time to move. JM submitted a letter from her doctor, in which the doctor indicates that "due to [JM's] medical condition she has significant physical disabilities that would cause enormous hardship if she were required to look for new accommodations and move at this time."

In her application the tenant applied for monetary compensation as follows:

1. \$450 to pay for a damage deposit at a new rental unit;
2. \$900 for the first month's rent at a new rental unit;
3. \$300 for moving costs; and
4. \$60 for transportation to and from looking at places [to rent].

Analysis

I find that the landlord is entitled to an order of possession. The landlord and the tenant CR signed a mutual agreement to end the tenancy. When one co-tenant ends a tenancy, the tenancy ends for all tenants. The landlord is entitled to an order of possession pursuant to a mutual agreement to end the tenancy. I informed the parties in the hearing that it was open to the landlord to enter into another tenancy agreement with CR for a tenancy that commences after the end of this tenancy.

I decline to extend the effective date of the order of possession beyond the date set in the mutual agreement to end tenancy, that of August 1, 2014. The tenant JM has known since June 16, 2014 that the tenancy would end. JM cannot force the co-tenant CR to remain in the tenancy later than the date that is set in the mutual agreement to end tenancy.

In regard to the tenant JM's monetary claim, I find that JM cannot claim monetary compensation stemming from the end of the tenancy, as the tenancy is not ending based on any breach by the landlord of the Act, regulation or tenancy agreement; rather, the tenancy is ending because the co-tenant CR wished to end the tenancy.

Conclusion

The tenant's application is dismissed.

I grant the landlord an order of possession effective August 1, 2014. The tenants must be served with the order of possession. Should the tenants fail to comply with the order, the order may be filed in the Supreme Court of British Columbia 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: July 23, 2014

Residential Tenancy Branch

