



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OP

Introduction

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

An agent for the landlord attended the teleconference hearing and gave evidence, however the tenant did not attend. The landlord gave evidence that the tenant was served with the Notice of a Dispute Resolution Hearing and Landlord's Application for Dispute Resolution by posting the documents on the tenant's door on May 14, 2014. I find the tenant was properly served.

Issue(s) to be Decided

Is the landlord entitled to an order of possession?

Background and Evidence

The written tenancy agreement which was signed by the tenants on November 7, 2012 indicates the tenancy started on December 1, 2012 and the tenants were obligated to pay \$1,200.00 rent monthly in advance on the first day of the month. The tenants also paid a security deposit of \$600.00.

A document titled "Termination Agreement" and dated "08 05 14" (the "Termination Agreement") was put into evidence. The Termination Agreement is signed by both parties and reads:

"The parties named above hereby agree to terminate the Tenancy in regards to the premises named herein at 13:00 hrs on Saturday the 31st day of May 2014. The Tenant agrees to give up peaceful and vacant possession of the said premises at that time.

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 does not know whether the tenant has moved out.

Analysis

I find that the Termination Agreement is a mutual agreement to end the tenancy within the meaning of Section 44(1)(c). The date stipulated for the tenancy to end has passed. For that reason, the landlord is entitled to an order of possession.

I grant the landlord an order of possession which must be served on the tenant. Should the tenant fail to comply with the order, it may be filed for enforcement in the Supreme Court.

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: July 03, 2014

Residential Tenancy Branch

