



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

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### Introduction

This hearing was convened by way of conference call in response to the landlord's application for an Order of Possession.

Service of the hearing documents, by the landlord to the tenant, was done in accordance with section 89 of the *Act*; the landlord testified that the tenant was served in person in May 02, 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 testified that the tenant was originally served a Two Month Notice to End Tenancy for landlord's use of the property as the landlord wants to incorporate the basement suite back into the landlord's home. The Two Month Notice had an effective

date of April 30, 2014; however the tenant failed to vacate the unit on that date. The landlord testified that the tenant requested an extension of two months and the parties then both signed a mutual agreement to end the tenancy on April 28, 2014. This mutual agreement is effective on June 30, 2014.

The landlord testified that she is worried what will happen if the tenant does not move from the rental unit on June 30, 2014 and the landlord requests an Order of Possession effective on June 30, 2014 to be used in the event the tenant fails to move out.

### Analysis

The tenant did not attend the hearing dispute being served the Notice of Hearing. Consequently, I have considered the landlord's undisputed testimony before me. The parties have signed a Mutual Agreement to End Tenancy; as such the tenant is required to vacate the rental unit on June 30, 2014 as per this agreement. I refer the parties to s. 55(2)(d) of the *Residential Tenancy Act* which states:

(2) A landlord may request an order of possession of a rental unit in any of the following circumstances by making an application for dispute resolution:

(d) the landlord and tenant have agreed in writing that the tenancy is ended.

As the parties have agreed in writing that the tenancy will end on June 30, 2014; I grant the landlord an Order of Possession effective on that date pursuant to s. 55(2)(d) of the *Residential Tenancy Act*. This Order may be served upon the tenant in the event the tenant does not vacate the rental unit on that date.

### Conclusion

I HEREBY ISSUE an Order of Possession in favour of the landlord effective at **1.00 p.m. on June 30, 2014**. 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 19, 2014

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Residential Tenancy Branch

