



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET, FF

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the “Application”) made by the Landlords to end the tenancy early and to recover the filing fee.

One of the Landlords and the Tenant appeared for the hearing and provided affirmed testimony. The Tenant confirmed receipt of the Landlord’s Application and the Notice of Hearing documents which I determined had been served in accordance with the *Residential Tenancy Act* (the “Act”). The Landlords submitted in written evidence a copy of the tenancy agreement and one page indicating two police file reference numbers prior to the hearing. The Tenant did not submit any written evidence prior to the hearing.

At the start of the hearing, the Tenant indicated that she would be vacating the rental suite by the end of the month. The Tenant committed to ending the tenancy at 1:00 p.m. on September 25, 2014. The Landlord agreed to this date as this would effectively amount to the same time the Landlord would be issued with an Order of Possession if he proved the Application.

To enforce this mutual agreement to end the tenancy on this date and time, the Tenant was agreeable to the Landlord being issued with an Order of Possession for this date and time.

Conclusion

Based on a mutual agreement made pursuant to Section 63 of the Act, I grant the Landlord an Order of Possession effective **at 1:00 pm on September 25, 2014**. This order may be filed and enforced in the Supreme Court as an order of that court if the Tenant fails to vacate the rental unit on this date and time.

As the parties mutually agreed to end the tenancy, the remainder of the Landlord's Application is dismissed.

The Tenant is still obligated to pay for rent for the duration of time she is in occupancy of the rental suite.

The rights and obligations of the parties in relation to the return of the security deposit are still in effect. Both parties should carefully refer to Section 24 and 38 of the Act as well as Policy Guideline 17 to the Act. In addition, the parties may contact an Information Officer or consult the website for further information on this subject.

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: September 16, 2014

Residential Tenancy Branch

