



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

OPB; O

Introduction

This is the Landlord's application for an Order of Possession and "other" orders.

The parties gave affirmed testimony at the Hearing. The Hearing process was explained to the parties.

The Landlord testified that she hand delivered the Notice of Hearing documents and copies of documentary evidence to the Tenant on November 10, 2014. The documentary evidence was reviewed with the parties. The Tenant acknowledged service of the documents and the Notice of Hearing package on November 10, 2014.

Preliminary Matter

The Landlord's Application for Dispute Resolution indicates that he is seeking "other" relief; however, he did not provide sufficient details in his Application with respect to what other relief he is seeking. When a party seeks "other" relief, the Application for Dispute Resolution requires the Applicant to provide details in the "Details of Dispute Resolution" section. No details were provided. Therefore this portion of the Landlord's application is dismissed.

The Tenant stated that her legal first name is different from the first name that the Landlord noted on his Application. The Landlord's agent testified that the Landlord identified the Tenant by the first name she gave at the beginning of the tenancy. The Landlord's Application was amended to reflect both names.

Issues to be Decided

- Is the Landlord entitled to an Order of Possession?

Background and Evidence

The rental unit is a basement suite in the Landlord's home. This tenancy began on October 7, 2014. Monthly rent is \$650.00.

The Landlord's agent testified that immediately after moving into the rental unit, the Tenant and her husband began having loud arguments, fighting, screaming, yelling and swearing. She stated that on October 21, 2014, between the hours of 10:00 p.m. and 2:30 a.m., the Tenant's husband knocked loudly on the Landlord's door demanding that she let him into the rental unit because the Tenant had locked him out. The Landlord's agent stated that the Tenant's husband was drunk. The Landlord's agent testified that she called the police, but the Tenant's husband came back. The Landlord's agent stated that on October 23, 2014, between 1:00 a.m. and 4:30 a.m., the Tenant's husband knocked loudly on the Tenant's door demanding to be let in.

The Landlord's agent testified that on October 25, 2014, she told the Tenant and her husband that she could not handle the stress anymore, and that they would have to move out. The Landlord's agent stated that the Tenant told her that they would move out on November 8, 2014, if the Landlord refunded the total amount of the rent paid. The Landlord's agent stated that she returned the Tenant's rent, but that the Tenant and her husband did not move out and that they were still fighting. The Landlord's agent stated that the Tenant signed a letter indicating that she had received the rent back and that she would be moving out or before November 8, 2014. A copy of the letter was provided in evidence.

The Tenant stated that it is hard to find a new place to live and that she told the Landlord that she might not be able to move out on November 8, 2014. She acknowledged that she had signed the letter, but stated that she did not know that it was an agreement to end the tenancy. The Tenant stated that she thought it was just a receipt for the \$650.00 that the Landlord had returned to the Tenant.

The Tenant submitted that she was not given any written warning about any breach of the tenancy agreement.

Analysis

I explained to the parties that the issue was not whether or not the tenancy should end for cause. The Landlord did not issue a Notice to End Tenancy for Cause. I find that the issue is whether or not the parties had a mutual agreement that the tenancy would end on November 8, 2014.

The letter dated October 25, 2014, provides:

"I, [Tenant], received the amount of six hundred fifty dollars (650\$) from [Landlord's agent] as full refund of rent of basement suite located at [rental unit address], for the period October 7, 2014, to November 7, 2014. I will vacate the said basement suite on or before November 8, 2014, as agreed."

The letter is signed by the Tenant.

I find that the letter dated October 25, 2014, is due notice to end the tenancy and that the Landlord and the Tenant had an agreement that the tenancy would end on November 8, 2014, in consideration for return of rent in full to the Tenant. I find that the Tenant is in breach of the agreement and that the Landlord is entitled to an Order of Possession.

Conclusion

I hereby provide the Landlord with an Order of Possession effective **2 days after service of the Order** upon the Tenant. This 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: December 11, 2014

Residential Tenancy Branch

