



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      O

### Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the Act) for an "other" remedy.

At the commencement of the hearing, I asked the landlord to clarify what remedy she sought. The landlord stated that she was applying for an order of possession to ensure that the tenant leaves the rental unit in accordance with the mutual agreement dated 1 January 2015. The landlord stated that she wishes to continue in a tenancy with the second occupant of the rental unit, D.

The tenant did not attend this hearing, although I waited until 1122 in order to enable the tenant to connect with this teleconference hearing scheduled for 1100. The landlord attended the hearing and was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses.

The landlord testified that she served the tenant with the dispute resolution package (including all evidence before me) on 8 January 2015 by posting it to the tenant's door. The landlord testified that her former spouse witnessed this posting. On the basis of the landlord's sworn and undisputed testimony, I am satisfied that the tenant was deemed served with dispute resolution package pursuant to sections 89 and 90 of the Act.

### Issue(s) to be Decided

Is the landlord entitled to an order of possession on the basis of the tenant's notice?

## Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the landlord, not all details of the submissions and / or arguments are reproduced here. The principal aspects of the landlord's claim and my findings around it are set out below.

This tenancy began 1 December 2014. The landlord, tenant, and a second tenant, entered into a tenancy agreement that was signed by the tenant on 18 December 2014. Monthly rent of \$850.00 was due on the first.

On 1 January 2015 the tenant provided the landlord with a signed notice to end tenancy. The notice read:

*January 1 2015*

*To: [Landlord]*

*I [Tenant] will be moving out no later than Saturday January 31 2015, from the [rental unit address].*

*Please consider this my official written notice.*

*Signed [tenant signature]*

*Print name [tenant's first name]*

*Landlord*

*Or Agent [landlord signature]*

## Analysis

In accordance with section 44 of the Act, a tenancy ends where:

- the landlord or tenant gives notice,
- the landlord and tenant agree; or
- the tenant abandons the rental unit.

Pursuant to subsection 55(2)

- (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.

In this case, the landlord's undisputed, sworn testimony is that she and the tenant entered into a mutual agreement to end the tenancy by 31 January 2014. Pursuant to section 44 of the Act, this is an appropriate way to end a tenancy. This agreement was documented in writing as required by paragraph 55(2)(d)---I was provided a copy. Accordingly, the landlord is entitled to an order of possession for 31 January 2015.

### Conclusion

The landlord is provided with a formal copy of an order of possession effective at one o'clock in the afternoon on 31 January 2015. Should the tenant(s) fail to comply with this order, this order may be filed and enforced as an order of the Supreme Court of British Columbia.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under subsection 9.1(1) of the Act.

Dated: January 28, 2015

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Residential Tenancy Branch

