



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding British Columbia Housing Management Commission
and [tenant name suppressed to protect privacy]

CORRECTED DECISION

Dispute Codes O, FF

Introduction

This is an application filed by the landlord seeking an order of possession as a result of a mutual agreement to end the tenancy and recovery of the filing fee.

Both parties attended the hearing by conference call and gave testimony. The tenant has acknowledged receiving the landlord's notice of hearing package and the submitted documentary evidence. The tenant has also confirmed that no documentary evidence was filed by the tenant. As such, I am satisfied that both parties have been properly served with the notice of hearing package and the submitted documentary evidence.

Issue(s) to be Decided

Is the landlord entitled to an order of possession?

Background and Evidence

The landlord states that a mutual agreement to end the tenancy was signed by both parties on October 14, 2014 to end the tenancy on November 30, 2014, but that the tenants have failed to vacate the rental unit. The landlord states that the agreement was signed in the presence of the tenant's advocate, S.W. and that as of the date of this application the tenants have not vacated. ~~nor have the tenant's paid any rent for use and occupancy during this period.~~ A letter dated December 17, 2014 was delivered to the tenant via Canada Post and in person that advised the tenant that "all funds applied to your account since November 30, 2014, the date you were required to move out of your unit under the mutual agreement which legally terminated your tenancy, was received **for Use and Occupancy** only for the suite..." "All funds received will be for the **Purpose of use and Occupancy Only** and will not be considered as a reinstatement of your tenancy."

The landlord seeks an order of possession to enforce the signed mutual agreement to end tenancy.

The tenant states that they were under duress to sign the mutual agreement to end the tenancy. The tenant stated that BC Housing threatened to proceed with the eviction process and to obtain an order of possession if they did not sign the document.

Analysis

I accept the evidence of both parties and find that the tenants entered into and signed the mutual agreement dated October 14, 2014 freely without duress. The tenant's by their own direct testimony were free to dispute the landlord's original intentions to obtain an order of possession via the dispute resolution process, but instead by choice entered into the agreement. The tenant's had present during the signing of the agreement their advocate, S.W. from the Kettle Society. I find the mutual agreement to be valid and that the landlord is entitled to an order of possession as a result of the mutual agreement dated October 14, 2014. This order must be served upon the tenants. Should the tenants fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

The landlord having been successful is entitled to recovery of the \$50.00 filing fee. I grant a monetary order under section 67 for \$50.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The landlord is granted an order of possession.
The landlord is granted a monetary order for \$50.00.

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: January 09, 2015

Residential Tenancy Branch

