



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, OLC, OPT, AAT

### Introduction

This was a hearing with respect to an application by the tenant to cancel a Notice to End Tenancy, for an order that the landlord comply with the Act and for an order for possession for the tenant. The hearing was conducted by conference call. The tenant called in and participated in the hearing. The landlord attended with her representative

### Issue(s) to be Decided

Is the tenant entitled to any of the relief claimed in his application?

### Background and Evidence

The rental unit is an apartment in Victoria. The landlord named in the tenant's application is the landlord's manager. The owner of the rental property is a numbered company.

Although the tenant applied to cancel a one month Notice to End Tenancy for cause, he has not provided a copy of a Notice to End Tenancy issued by the landlord. The tenant submitted a copy of a mutual agreement to end a tenancy, signed by the landlord and by the tenant. The agreement requires the tenant to move out of the rental unit by October 31, 2015.

The landlord's representatives testified that the tenancy began in September, 2015 and there have been problems since the tenant moved in; the tenant has a constant flow of guests to and from the rental unit and disruptions to other tenants. A television has been taken from the rental property by the tenant or one of his guests. The tenant signed an agreement to move out of the rental unit at the landlord's request. The tenant claimed at the hearing that he signed the agreement under duress and he claimed that the landlord has refused to accept his rent payment.

### Analysis

The tenant did not dispute that he signed the form of mutual agreement to end a tenancy. The tenant did not submitted any convincing evidence to establish that the landlord resorted to some form of coercion or intimidation in order to secure his signature on the agreement to end the tenancy. The tenant applied to cancel a Notice to End Tenancy; there is no Notice that could be cancelled. I find that the tenant has not provided convincing reasons to show that the mutual agreement should be set aside. The tenant sought an order that the landlord comply with the *Residential Tenancy Act*, Regulation or tenancy agreement and he requested an order for possession of the rental unit. I find that the tenancy has ended effective October 31, 2015 pursuant to the mutual agreement to end tenancy and I find that he is not entitled to any of the other relief claimed in his application. The tenant's application is therefore dismissed without leave to reapply.

### Conclusion

The tenant's application has been dismissed without leave to reapply. The tenancy has ended effective October 31, 2015. The landlord may apply for an order for possession if necessary.

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 21, 2015

---

Residential Tenancy Branch

