



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding RANCHO MANAGEMENT SERVICES (B.C.) LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPM, FF

Introduction

This hearing dealt with a landlord's application for an Order of Possession based upon a mutual agreement to end tenancy. Both parties appeared or were represented at the hearing and were provided the opportunity to make relevant submissions, in writing and orally pursuant to the Rules of Procedure, and to respond to the submissions of the other party.

During the hearing, the tenant expressed concern as to the standing of the property management company named in this application when the tenant had been dealing primarily with an agent for the owner with respect to ending of the tenancy. As discussed during the hearing, the definition of "landlord" that is provided in the Act includes an owner of a property and an agent acting on behalf of the owner with respect to exercising powers and performing duties under this Act or the tenancy agreement. Accordingly, a property manager hired by the owner to manage a property and the tenancies on the property meets the definition of landlord. Furthermore, based on the definition of landlord, it is possible to have more than person or entity meet the definition of landlord. In this case, the property management company filed this application and upon hearing from the parties and upon review of the Mutual Agreement to End a Tenancy I was satisfied the property management company is an authorized agent of the owner for purposes of managing this tenancy. Accordingly, this decision and the Order of Possession that accompanies it identify the property management company as the landlord.

It was undisputed that the tenant and agent for the owner signed a Mutual Agreement to End Tenancy with a stated effective date of April 30, 2016 and the tenant is still in possession of the rental unit. The parties were also in agreement that the tenant is in the process of moving out of the rental unit and during the hearing the parties turned their minds to setting a mutually agreeable date for the tenant to return vacant possession of the rental unit to the landlord. I have recorded that mutual agreement in this decision and reflected it on the Order of Possession that accompanies this decision.

Issue(s) to be Decided

What is the effective date for the Order of Possession?

Background and Evidence

The tenancy started in 1987 and most recently the tenant had been paying rent of \$530.00 on the first day of every month. It was undisputed that this property is slated for re-development; that the property needs to be vacated in order to proceed with the re-development of the property; and, that most rental units on the property have already been vacated. I heard there is a comprehensive plan in place, including compensation, offered to tenants so as to obtain tenants' voluntary agreement to end their tenancies. The comprehensive plan was offered to the tenant and in March 2016 the tenant and the owner's agent signed a Mutual Agreement to End a Tenancy with a stated effective date of April 30, 2016. It was undisputed the tenant is still in possession of the rental unit although the tenant is currently in the process of moving out. I also heard that the tenant presented rent cheques to the landlord in May 2016; however, the landlord did not accept the monies and returned the rent cheques to the tenant.

During the hearing the parties reached the following agreement with respect to return of vacant possession of the rental unit to the landlord:

1. The tenant shall return vacant possession of the rental unit to the landlord by July 7, 2016.
2. The landlord shall be provided an Order of Possession with an effective date of July 7, 2016.

During the hearing the owners' agent stated that the owner's intention is to end the tenancies in the least disruptive way to the tenants. The tenant expressed concerns over the deteriorating condition of the rental unit and lack of hot water. Upon hearing the tenant's concerns, the owner's agent stated that landlord would waive any entitlement to collect monies from the tenant for the tenant's continued possession of the rental unit in the months of May 2016, June 2016 or first week of July 2016 in recognition of the tenant's long history as a good tenant and in recognition that the quality of the living accommodation may have diminished. The tenant reacted positively to the owner's agent's response and the hearing was ended shortly thereafter.

Analysis

Upon review of Mutual Agreement to End a Tenancy signed by the parties, I find it is undeniable that the landlord is entitled to an Order of Possession under section 55 of the Act. Section 55 also provides that I may issue Order of Possession before or after the end of a tenancy and becomes effective on the date specified in the Order.

Pursuant to section 63 of the Act, I also have the authority to assist parties in reaching an agreement during the hearing and to record the agreement in the form of a decision or order. I have accepted and recorded the agreement reached by the parties during this hearing with respect to return of vacant possession of the rental unit and I make the terms an Order to be binding upon both parties. In recognition of the mutual agreement, I provided the landlord with an Order of Possession with a stated effective date of July 7, 2016.

Although the landlord had requested recovery of the filing fee in filing this application, I make no such award given the owner's apparent intention to regain possession of the unit without seeking further compensation from the tenant.

Conclusion

The landlord is provided an Order of Possession with an effective date of July 7, 2016 as agreed upon by the parties during the hearing.

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: June 22, 2016

Residential Tenancy Branch