



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPM

Introduction

The Application for Dispute Resolution filed by the landlord seeks an Order for Possession based on a Mutual Agreement to End the Tenancy.

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the Application for Dispute Resolution/Notice of Hearing was personally served on the Tenants on May 19, 2016. With respect to each of the applicant's claims I find as follows:

Issue(s) to be Decided

The issue to be decided is whether the landlord is entitled to an Order for Possession?

Background and Evidence

The parties entered into a written tenancy agreement that provided that the tenancy would start on August 1, 2013, end on July 31, 2014 and become month to month after that. The present rent is \$2000 per month payable in advance on the first day of each month. The tenant paid a security deposit of \$1000 and a pet damage deposit of \$1000 at the start of the tenancy.

On January 29, 2016 the parties signed a Mutual Agreement to End the Tenancy on April 30, 2016. The Tenants failed to vacate in accordance with the Mutual Agreement. The tenant(s) have remained in the rental unit.

Analysis - Order of Possession:

I determined the landlord was entitled to an Order for Possession. I do not accept the submission of the Tenants that I should not enforce the Mutual Agreement to End the tenancy because they felt compelled to sign the agreement and they did not know what they were signing. This is not a defense recognized by law. The tenants over-held by staying the rental unit for May. I do not accept the submission of the tenants that the landlord has reinstated the tenancy when he accepted the rent for May and failed to put a qualification that it was being accepted "for use and occupation only. The landlord has been clear that he wants to regain possession and the tenants were not misled into thinking that the landlord was agreeing to reinstate the tenancy.

The tenants asked if they could stay to the end of June or possibly the end of July. The landlord stated he was agreeable to the Tenants staying until June 29, 2016 but he was not able to extend the tenancy for the end of July. The parties mutually agreed to end the tenancy on June 29, 2016. The tenants are obliged to pay the rent for June. Accordingly, I granted the landlord an Order for Possession effective June 29, 2016..

The tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, the landlord may register the Order with the Supreme Court of British Columbia for enforcement.

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 01, 2016

Residential Tenancy Branch