



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPL, CNR CNC

Introduction

This hearing dealt with cross Applications for Dispute Resolution filed by the parties under the Residential Tenancy Act (the "Act").

The Landlord filed an Application requesting an order of possession due to a mutual agreement to end the tenancy, and an order of possession due to a 2 Month Notice to End Tenancy For Landlord's Use of Property.

The Tenant filed an Application requesting to cancel a 10 day Notice To End Tenancy for Unpaid Rent, and a 2 Month Notice To End Tenancy for Landlord's Use Of Property.

The Landlord's agent appeared at the hearing. The Tenant did not appear at the hearing. The Landlord's agent testified that the Notice of Hearing was served to the Tenant on May 25, 2016, by handing it directly to him. I find that the Tenant was duly served under the Act. The Landlord's agent provided affirmed testimony and was provided the opportunity to present their evidence orally and in written and documentary form, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Preliminary Matters

At the start of the hearing the Landlord's agent withdrew the request for an order of possession based on a 2 Month Notice To End Tenancy for Landlord's Use Of Property. The Landlord's agent testified that the Landlord wants an order of possession based on the mutual agreement to end the tenancy dated May 11, 2016.

The Tenant did not appear at the hearing. The line remained open while the phone system was monitored for ten minutes and the Tenant did not call into the hearing during this time. Therefore, as the Tenant did not attend the hearing by 9:10 a.m., I have dismissed the Tenant's application.

Issues to be Decided

- Is the Landlord entitled to an order of possession due to a mutual agreement to end the tenancy?

Background and Evidence

The Landlord's agent testified that the tenancy commenced on March 1, 2015, as a month to month tenancy. Rent in the amount of \$950.00 was due on the first day of each month. The Tenant paid a security deposit of \$450.00 to the Landlord.

The Landlord testified that on May 11, 2016, the Tenant and the Landlord mutually agreed to end the tenancy at 1:00 p.m. on June 30, 2016. The Landlord has provided a documentary copy of a Mutual Agreement to End a Tenancy that is signed by both parties and dated May 11, 2016, and states that the parties agree in writing to end the tenancy at 1:00 p.m. on June 30, 2016.

Section 44 of the Act states that a tenancy ends if the Landlord and Tenant agree in writing to end the tenancy.

Analysis

Based on the evidence before me, the testimony of the Landlord's agent, and on a balance of probabilities, I find that the Tenant and Landlord agreed in writing to end the tenancy at 1:00 p.m. on June 30, 2016.

I grant the Landlord an order of possession for the rental unit effective at 1:00 p.m. on June 30, 2016.

Conclusion

The Landlord and Tenant reached a mutual agreement that the tenancy ends on June 30, 2016.

The Landlord is granted an order of possession not later than 1:00 p.m. on June 30, 2016.

The Tenant did not appear at the hearing and his application is dismissed.

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 09, 2016

Residential Tenancy Branch