



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

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### Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution, received at the Residential Tenancy Branch on August 24, 2016 (the "Application").

Pursuant to the *Residential Tenancy Act* (the "Act"), the Landlord applied for an order of possession based on signed agreements to end the tenancy.

The Landlord was represented at the hearing by his son, R.G. The Tenant attended the hearing on her own behalf. Both parties in attendance provided their solemn affirmation.

The Landlord testified that the Notice of a Dispute Resolution Hearing (the "Notice"), and the documents upon which the Landlord intended to rely, were served on the Tenant, in person, on August 24, 2016. The Tenant did not dispute that she received the documents on that date. I find the Tenant was duly served with the Notice and the Landlord's documentary evidence on August 24, 2016.

The parties were provided with the opportunity to present his evidence orally and in written and documentary form, and to 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.

### Issue to be Decided

Is the Landlord entitled to an order of possession based on a written agreement to end the tenancy?

### Background and Evidence

The parties agreed the tenancy began on or about September 1, 2011. Currently, rent in the amount of \$1,130.00 is due each month. Most of the rent is paid by the Ministry of Social Development and Social Innovation (\$930.00), and the Tenant is responsible for the balance of \$200.00 (the "Tenant's Portion"). At the beginning of the tenancy, the Tenant paid a security deposit in the amount of \$475.00.

The Landlord wishes to enforce a written agreement to end the tenancy. On behalf of the Landlord, R.G. testified that the parties entered into a written agreement to end the tenancy on April 12, 2016. A copy of the agreement was submitted with the Landlord's evidence.

According to R.G., the agreement stipulated the Tenant would vacate the rental unit on July 31, 2016. In exchange, the Landlord agreed to reduce rent by \$200.00 per month for the months of April, May and June 2016. That is, the Tenant would not be required to pay the Tenant's Portion during that period. In addition, the Landlord agreed to provide the Tenant with one month free rent for the month of July 2016, "upon her vacancy of the suite".

However, according to R.G., the initial agreement was amended to provide the Tenant with more time – until August 31, 2016 – to vacate. The changes were reflected on the initial agreement and on a subsequently-signed Mutual Agreement to End a Tenancy, dated April 14, 2016, a copy of which was provided with the Landlord's evidence.

The Tenant agreed she signed the agreements to end the tenancy and vacate the rental unit on August 31, 2016. Although she confirmed she has moved some items into storage, she continues to occupy the rental unit. The reason the Tenant has not moved, she testified, is because she has not received August 2016 rent from the Landlord.

In reply, R.G. acknowledged that the August 2016 payment has not been made to the Tenant. The reason he provided is that the cheque was returned to the Ministry of Social Development and Social Innovation at that office's request. The Landlord has not received any rent payment for August 2016.

The Tenant acknowledged the Landlord followed the correct procedure by returning the cheque to the Ministry of Social Development and Social Innovation.

### Analysis

Based on the parties' affirmed testimony and documentary evidence, and on a balance of probabilities, I find as follows:

Section 55(2) of the *Act* empowers me to issue an order of possession where the landlord and the tenant have agreed to end the tenancy. It states:

“A landlord may request an order of possession of a rental unit in any of the following circumstances by making an application for dispute resolution:

...

(d) the landlord and tenant have agreed in writing that the tenancy is ended.”

I find that the parties agreed in writing that the tenancy would end on August 31, 2016. Although she has not paid any rent for the month of August 2016, the Tenant continues to occupy the rental unit.

Accordingly, I grant the Landlord an order of possession, which will be effective one (1) day after service upon the Tenant.

### Conclusion

The Landlord is granted an order of possession, which will be effective one (1) day after service upon the Tenant. This order may be filed in and enforced as an order of the Supreme Court of British Columbia.

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: September 19, 2016

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Residential Tenancy Branch