Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PLAN A REAL ESTATE SERVICES
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes   OLC, O

Introduction

On September 20, 2016, the Tenant submitted an Application for Dispute Resolution asking that the Landlord comply with the Act, regulations or tenancy agreement.

The matter was set for a conference call hearing. The Tenant appeared at the hearing but the Landlord did not. The Tenant provided affirmed testimony that he served the Landlord with the Notice of Hearing and evidence in person at the Landlord's business address on September 20, 2016. The Tenant testified that he left the Notice of Hearing with the Landlord's administrative assistant P.F. Based on the Tenant's affirmed testimony, I find that the Landlord was served with the Notice of Hearing.

The hearing process was explained and the Tenant was asked if he had any questions. The Tenant was provided the opportunity to present his 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.

Issues to be Decided

- Should the Landlord be ordered to comply with the Act, regulations or tenancy agreement?
- Is a mutual agreement to end tenancy valid?

Background and Evidence

The Tenant testified that his tenancy began on June 1, 2011. The Tenant testified that the tenancy is a month to month tenancy. The Tenant testified that rent in the amount of $620.00 is payable on the first of each month and that the Tenant paid the Landlord a $310.00 security deposit.

The Tenant testified that the Landlord attempted to end the tenancy in bad faith. He submits that the Landlord issued him a letter dated September 16, 2016, stating that he needed to leave the rental unit because it does not meet required standards that make it safe to inhabit. The Tenant provided a copy of the Landlord's letter.

The Tenant submitted that based on the Landlord's letter, the Landlord asked him to enter into a mutual agreement to end the tenancy. The Tenant provided a copy of the mutual agreement to end tenancy. The mutual agreement is signed but not dated.

The Tenant submitted that he discovered that the Landlord then advertised the rental unit for rent at a higher amount. The Tenant provided documents showing the rental unit was advertised for rent on a website.

The Tenant testified that the day after serving the Landlord with the Notice of Hearing, the Landlord sent him an email that states the end of tenancy agreement is rescinded and he can stay in the unit.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

Section 52 of the Act requires that a notice to end a tenancy must be in writing and must be signed and dated by the Landlord or Tenant giving the Notice.

The Landlord was served with the Notice of Hearing and failed to attend the hearing to deal with the whether or not the mutual agreement to end tenancy is a valid agreement.

There is no evidence before me that the Landlord has applied for dispute resolution to enforce the mutual agreement to end tenancy.

Based on the affirmed testimony and documentary evidence provided from the Tenant, I find that the mutual agreement to end tenancy is not valid. I note the mutual agreement is not dated. I set the mutual agreement to end tenancy aside.

The tenancy will continue until ended in accordance with the Act.

<u>Conclusion</u>

The undated mutual agreement to end tenancy is set aside.

The tenancy will continue until ended in accordance with the Act.

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: November 15, 2016

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Residential Tenancy Branch