



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding RED DOOR HOUSING SOCIETY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPM, FF

Introduction

On January 17, 2017, the Landlord submitted an Application for Dispute Resolution requesting that an order of possession be granted based on a Mutual Agreement to End Tenancy.

The matter was set for a conference call hearing at 11:00 a.m. on this date. The Landlord appeared at the hearing; however, the Tenant did not. The Landlord provided affirmed testimony that she sent the Notice of Hearing to the Tenant on January 18, 2017, using Canada Post Registered Mail. The Landlord testified that she sent the registered mail to the Tenant's address. The Landlord provided the registered mail receipt number as proof of service. I find that the Tenant was served with the Notice of Hearing in accordance with the service provisions of sections 89 and 90 of the Act.

The Landlord provided affirmed testimony and was provided the opportunity to present her evidence orally and in written and documentary form, and to make submissions to me.

I have reviewed all oral and written evidence before me. 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 mutual agreement to end the tenancy?

Background and Evidence

The Landlord testified that the parties signed a mutual agreement to end the tenancy on January 11, 2017. The Mutual Agreement states that the Tenant agrees to vacate the premises on February 28, 2017. The Landlord testified that the Tenant signed the agreement.

The Landlord provided a copy of the mutual agreement to end tenancy dated January 11, 2017, and bearing a signature from the Landlord and Tenant.

The Landlord testified that she is seeking an order of possession in case the Tenant fails to move out on February 28, 2017.

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

Section 55(2) of the Act states that a Landlord may request an order of possession for a rental unit when the Landlord and Tenant have agreed in writing that the tenancy is ended.

Analysis

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

The Tenant signed a Mutual Agreement to End a Tenancy and agreed to vacate the rental unit by 1:00 pm on February 28, 2017. The Mutual Agreement to End a Tenancy is valid.

I find that the Landlord is entitled to an order of possession effective no later than 1: 00 pm on February 28, 2017, after service on the Tenant. This order may be filed in the Supreme Court and enforced as an order of that Court.

As the Landlord is seeking the order of possession as a proactive measure, and there is insufficient evidence that the Tenant will not comply with the mutual agreement, I decline to order the Tenant to pay for the \$100.00 cost for this hearing.

Conclusion

The Landlord is granted an order of possession effective on February 28, 2017, after service on the Tenant.

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: February 09, 2017

Residential Tenancy Branch