



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPB

Introduction

On January 31, 2017, the Landlord submitted an Application for Dispute Resolution for an order of possession due to a breach of a mutual agreement to end the tenancy. The matter was set for a conference call hearing.

The Landlords and Tenant attended the teleconference hearing. The Tenant acknowledged receipt of the Landlords documentary evidence. Both parties provided affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

Issue to be Decided

- Are the Landlords entitled to an order of possession due to an agreement to end the tenancy?

Background and Evidence

The parties testified that the tenancy began on February 1, 2016, as a one year fixed term tenancy to continue thereafter as a month to month tenancy. Rent in the amount of \$1,800.00 is to be paid on the first day of each month. .

The Landlord testified that the parties entered into a mutual agreement to end the tenancy effective November 30, 2016. The Landlord testified that the Tenant did not move out of the rental unit on the effective date of the agreement.

The Landlord testified that the Tenant sends emails to the Landlord stating he is moving out, but does not follow through and is still living in the rental unit.

The Landlord is seeking an order of possession based on the mutual agreement to end the tenancy. The Landlord provided a copy of an email sent by the Tenant on October 16, 2016, that states "*As discussed my tenancy, by mutual agreement, will end on November 30, 2016*".

In response, the Tenant testified that everything the Landlord has testified about is true. He testified that he did enter into a mutual agreement with the Landlord to end the tenancy on November 30, 2016. The Tenant testified that he has not been able to move due to financial difficulties.

Analysis

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

The Tenant entered into a mutual agreement to end the tenancy and agreed to vacate the rental unit by November 30, 2016. The mutual agreement the parties entered into is a valid and enforceable agreement.

The Tenant has failed to abide by the agreement and is still living in the rental unit.

I find that the Landlords are entitled to an order of possession effective two days after service on the Tenant. This order may be filed in the Supreme Court and enforced as an order of that Court. The Tenant is cautioned that costs of such enforcement are recoverable from the Tenant.

Conclusion

The Tenant has failed to abide by a mutual agreement to end the tenancy and is still living in the rental unit. The Landlords are granted an order of possession effective two days 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: March 02, 2017

Residential Tenancy Branch