



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes O

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("the Act") for an Order of Possession based on a mutual agreement to end the tenancy. (section 55 of the Act)

Both parties (the landlord's agent and the tenant) attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, and to make submissions. The tenant acknowledged receipt of the landlord's Application for Dispute Resolution. The tenant acknowledged that he has a copy of the mutual agreement to end tenancy and confirmed the details matched the copy submitted by the landlord for this hearing.

Issue(s) to be Decided

Is the landlord entitled to an Order of Possession based on a mutual agreement to end tenancy?

Background and Evidence

This tenancy began on October 1, 2016 after the tenant sold the residential premises to the landlord. The tenant/seller continued to reside on the property with a monthly rental amount of \$3800.00. The tenant/seller provided undisputed testimony that he paid a \$1900.00 security deposit to the landlord at the outset of their tenancy. He testified that the tenancy agreement was made verbally and that no written tenancy agreement was created. He testified that he was permitted to continue his tenancy until his new home was completed.

The tenant acknowledged that he had signed a mutual agreement to end tenancy on March 27, 2017 with an end of tenancy date of June 20, 2017. He testified that he will

be vacating the rental unit on or before that end of tenancy date as previously discussed with the landlord.

The landlord, through his representative sought an order of possession for the rental unit. He submitted a copy of the mutual agreement to end tenancy on March 27, 2017 signed by both parties. In his application for dispute resolution, he indicated that he was concerned that the tenant would be able to move out on June 20, 2017 – the date on the mutual agreement to end tenancy. Based on some difficulty in communicating with the tenant, the landlord made an application for an order of possession to ensure that the tenant vacates the rental unit as agreed.

The mutual agreement to end tenancy submitted as evidence for this hearing was prepared on a Residential Tenancy Branch form indicates an agreed upon move-out date of June 20, 2017.

Analysis

Section 44 of the *Act* provides the scenarios under which a residential tenancy may end. It includes a written mutual agreement to end tenancy.

44 (1) A tenancy ends only if one or more of the following applies:

...(c) the landlord and tenant agree in writing to end the tenancy;...

In this case, pursuant to section 44(c) of the *Act* and in accordance with section 52 of the *Act* requiring a notice or agreement to be in an approved form, I find the landlord and tenant agreed in writing to end this tenancy.

Section 55(2)(d) of the *Act* allows an arbitrator to provide a landlord with an order of possession when the landlord makes a request for such an order and the tenant fails in opposing such an order or does not oppose such an order in accordance with the *Act*.

55 (2) 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.

(3) The director may grant an order of possession before or after the date when a tenant is required to vacate a rental unit, and the order takes effect on the date specified in the order.

The tenant did not oppose an order of possession to the landlord. As I have found that that landlord and tenant have agreed to end this tenancy on June 20, 2017, I provide the landlord with an order of possession for that date.

Conclusion

I grant the landlord an Order of Possession dated June 20, 2017.

The landlord is provided with a formal copy of an Order of Possession. Should the tenant(s) fail to comply with this Order, this Order may be filed 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: May 02, 2017

Residential Tenancy Branch