



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      OPM

### Introduction

This decision is in respect of the landlord's application for dispute resolution under the *Residential Tenancy Act* (the "Act") made on November 5, 2018. The landlord requests an order of possession of a rental unit where the landlord and tenants have agreed in writing that the tenancy is ended, pursuant to section 55(2)(d) of the Act.

A dispute resolution hearing was convened on December 11, 2018, and the landlord and tenants attended. The parties were given a full opportunity to be heard, to present testimony, to make submissions, and to call witnesses. The parties did not raise any issues in respect of service.

While I have reviewed all oral and documentary evidence submitted that met the requirements of the *Rules of Procedure* and to which I was referred, only evidence relevant to the issue of this application is considered and mentioned in my decision.

### Issue to be Decided

Is the landlord entitled to an order of possession where the landlord and tenants have agreed in writing that the tenancy is ended?

### Background and Evidence

The landlord testified that the tenancy commenced in July 2016. Monthly rent is \$1,250.00 (plus half the utilities), due on the first of the month, and the tenants paid a security deposit in the amount of \$625.00. There is no pet damage deposit.

The landlord's application states that the rent was not paid for September, October and November 2018, and that attempts to work out solutions for paying the arrears were unsuccessful. The parties eventually signed a Mutual Agreement to End Tenancy on October 27, 2018, with an effective end of tenancy date of November 1, 2018.

A copy of the agreement was tendered into evidence, and was the sole piece of documentary evidence submitted in this application.

The tenants testified that they have been searching desperately for a new place to live, but unfortunately one of the tenants found himself unemployed about a month ago, which has made this a particularly "horrible situation" with one bedroom rental units going for \$1,600.00 a month.

The parties appeared to be sympathetic with each other's plight, and the tenants did not contest or dispute the landlord's submission and application.

### Analysis

The standard of proof in a dispute resolution hearing is on a balance of probabilities, which means that it is more likely than not that the facts occurred as claimed. The onus to prove their case is on the person making the claim. In this case, the landlord seeks an order of possession based on a mutual agreement to end a tenancy.

Section 44(1)(c) of the Act states that one method for ending a tenancy is when a landlord and a tenant agree in writing to end the tenancy.

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

In this case, the landlord's uncontested oral and documentary evidence establish on a balance of probabilities that the landlord and tenants agreed in writing to end the tenancy. As such, taking into consideration the submissions of the parties and all the evidence before me, I find that the landlord has met the onus of proving her case that she is entitled to an order of possession of the rental unit.

Conclusion

I grant the landlord an order of possession, which must be served on the tenants and is effective two days from the date of service. This order may be filed in, and enforced as an order of, the Supreme Court of British Columbia, at the discretion of the landlord.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under section 9.1(1) of the Act.

Dated: December 11, 2018

---

Residential Tenancy Branch