



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

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

## **DECISION**

Dispute Codes      OPM

### Introduction

On February 1, 2019, the Landlord applied for a Dispute Resolution proceeding seeking an Order of Possession based on a Mutual Agreement to End a Tenancy pursuant to Section 55 of the *Residential Tenancy Act* (the “Act”).

V.S. attended the hearing as an agent on behalf of the Landlord. The Tenant attended the hearing as well. All parties provided a solemn affirmation.

The Landlord confirmed that she served the Tenant the Notice of Hearing package by posting it to the Tenant’s door in early February 2019, and the Tenant confirmed that he received this package. Based on this undisputed testimony, and in accordance with Sections 89 and 90 of the *Act*, I am satisfied that the Tenant was served the Notice of Hearing package.

The Landlord confirmed that she served the Tenant their evidence by posting it to the Tenant’s door on March 6, 2019 and the Tenant confirmed that he received this package. Based on this undisputed testimony, I am satisfied that the Tenant was served the Landlord’s evidence.

All parties were given an opportunity to be heard, to present sworn testimony, and to make submissions. I have reviewed all oral and written submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issue(s) to be Decided

- Is the Landlord entitled to an Order of Possession based on the Mutual Agreement to End a Tenancy?

### Background and Evidence

While I have turned my mind to the accepted documentary evidence and the testimony of the parties, not all details of the respective submissions and/or arguments are reproduced here.

Both parties agreed that the tenancy started in February 2008 and that the Landlord took over ownership of the rental unit in September 2016. Rent was currently established at \$375.00 per month, due on the first of each month. A security deposit of \$187.50 was paid.

Both parties agreed that a Mutual Agreement to End a Tenancy was signed with the Tenant on October 10, 2018 with an effective end date of the tenancy for January 31, 2019 at 1:00 PM. This agreement was entered into evidence. As the Tenant had not moved out by the effective date of the agreement, the Landlord applied for an Order of Possession.

Both parties agreed that the Tenant paid rent for March 2019, but this was for use and occupancy only.

### Analysis

Upon consideration of the evidence before me, I have provided an outline of the following Sections of the *Act* that are applicable to this situation. My reasons for making this decision are below.

I note that Section 55 of the *Act* allows a Landlord to submit an Application for Dispute Resolution seeking an Order of Possession based on a Mutual Agreement to End a Tenancy, and I must consider if the Landlord is entitled to that Order if the agreement is valid.

As well, Section 44 of the *Act* allows a tenancy to end by mutual consent of both the Landlord and the Tenant.

In considering this matter, I have reviewed the Mutual Agreement to End a Tenancy and both the Landlord and Tenant signed and agreed to the terms stated in that agreement. Based on the undisputed evidence before me, I am satisfied that the Landlord and Tenant agreed to mutually end the tenancy on January 31, 2019 at 1:00 PM. As the Tenant failed to vacate the rental unit by this time, I find that the Landlord is entitled to an Order of Possession. However, as the Tenant has paid the rent for the entirety of March, the Order of Possession will be effective on **March 31, 2019 at 1:00 PM after service of this Order** on the Tenant.

### Conclusion

The Landlord is provided with a formal copy of an Order of Possession effective on **March 31, 2019 at 1:00 PM after service of this Order**. Should the Tenant or any occupant on the premises 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: March 18, 2019

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Residential Tenancy Branch