



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, OPM, FF

### Introduction

On July 8, 2019, the Landlord submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) requesting an order of possession based on a the issuance of a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities and a Mutual Agreement to End Tenancy.

The matter was set for a conference call hearing. The Landlord appeared at the hearing; however, the Tenant did not. The Landlord testified that she served the Notice of Dispute Resolution Proceeding to the Tenant using Canada Post registered mail sent on July 8, 2019. The Landlord testified that the registered mail was picked up by the Tenant on July 24, 2019. The Landlord provided the registered mail tracking number as proof of service. I find that the Landlord served the Tenant with notice of the hearing in accordance with 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 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 tenancy began in March 2016, and is on a month to month basis. The Landlord testified that the rent is \$1,350.00 per month and that a security deposit of \$750.00 was paid to the Landlord.

The Landlord testified that the parties entered into a mutual agreement to end the tenancy. The Landlord has provided documentary evidence of a Mutual Agreement to End a Tenancy dated July 3, 2019, which is signed by the Landlord and the Tenant. The mutual agreement document indicates that the tenancy will end at 1:00 PM on August 31, 2019.

The Landlord is concerned that the Tenant may not move out at the end of the tenancy so she is seeking an order of possession for the rental unit based on the mutual agreement.

### Analysis

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.

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

The Tenant signed a Mutual Agreement to End the Tenancy and agreed to vacate the rental unit by 1:00 pm on August 31, 2019. I find that the Mutual Agreement to End the Tenancy is valid.

I find that the Landlord is entitled to an order of possession effective at 1:00 pm on August 31, 2019 after service on the Tenant. This order may be filed in the Supreme Court and enforced as an order of that Court.

Since the Landlord applied for dispute resolution prior to the effective date of the mutual agreement, I decline to award the cost of the filing fee.

Conclusion

The Landlord and Tenant entered into a mutual agreement to end the tenancy.

The Landlord is granted an order of possession effective at 1:00 pm on August 31, 2019 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: August 26, 2019

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Residential Tenancy Branch