



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPM

### Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution. The participatory hearing was held on March 5, 2020. The Landlord applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- an order of possession based on a mutual agreement to end tenancy

The Landlord and the Tenant both attended the hearing and provided testimony. The Tenant confirmed receipt of the Landlord's application and evidence packages, and did not take issue with the service of these documents. The Landlord confirmed receipt of the Tenant's evidence package.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issues to be Decided

- Is the Landlord entitled to an order of possession based on a mutual agreement to end tenancy?

### Background and Evidence

The Landlord stated that he issued a couple of different 2 Month Notice's to End Tenancy for Landlord's Use (the Notices) over the last year because he plans to use the rental unit for his family. The Landlord stated that since the Tenant was a long term renter, they kept extending the effective dates of the Notices to give the Tenant more

time. The final Notice issued indicates the effective date was for July 31, 2020, and alongside of this Notice, the Landlord and the Tenant also signed a mutual agreement to end tenancy effective July 31, 2020. The Landlord is seeking an order of possession based off of this mutual agreement, to ensure the Tenant moves out as agreed upon.

The Tenant did not dispute that she signed, on June 10, 2019, the mutual agreement provided into evidence, and does not dispute that she agreed to move out by July 31, 2020.

### Analysis

Section 44 of the Act allows for a tenancy to end by mutual agreement of the parties to the tenancy as long as the agreement is in writing.

Based on the testimony and documentary evidence, and on a balance of probabilities, I find there is sufficient evidence to demonstrate that the parties entered into a mutual agreement to end the tenancy, effective July 31, 2020. Neither party disputes signing this agreement.

I find the Landlord is entitled to an order of possession based on the effective date of the mutual agreement to end tenancy.

### Conclusion

The Landlord is granted an order of possession effective **July 31, 2020**, at 1:00 p.m. This order must be served on the Tenant. If the Tenant fails to comply with this order the Landlord may file the order with the Supreme Court of British Columbia and be enforced as an order of that Court.

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 05, 2020

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Residential Tenancy Branch