



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 1092358 BC LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPM

Introduction

This hearing was convened by way of conference call. The Landlords filed an Application for Dispute Resolution on November 03, 2020 (the "Application"). The Landlords applied for an Order of Possession based on a mutual agreement to end the tenancy.

The Landlord appeared at the hearing. The Tenant did not appear at the hearing. I explained the hearing process to the Landlord who did not have questions when asked. The Landlord provided affirmed testimony.

The Landlords submitted evidence prior to the hearing. The Tenant did not. I addressed service of the hearing package and Landlords' evidence. The Landlord confirmed the information in a Proof of Service statement submitted which states that the hearing package and evidence were served on the Tenant in person November 07, 2020. The Landlord confirmed the Tenant signed the Proof of Service.

Based on the undisputed testimony of the Landlord and the Proof of Service, I am satisfied the Tenant was served with the hearing package and evidence in accordance with sections 88(a) and 89(2)(a) of the *Residential Tenancy Act* (the "Act"). I am also satisfied the Landlords complied with rule 3.1 of the Rules of Procedure (the "Rules") in relation to the timing of service.

As I was satisfied of service, I proceeded with the hearing in the absence of the Tenant. The Landlord was given an opportunity to present relevant evidence and make relevant submissions. I have considered all documentary evidence and oral testimony of the Landlord. I will only refer to the evidence I find relevant in this decision.

Issue to be Decided

1. Are the Landlords entitled to an Order of Possession based on a mutual agreement?

Background and Evidence

The Landlords submitted a written tenancy agreement. The tenancy started September 01, 2019 and was for a fixed term ending December 31, 2019. The Landlord confirmed the tenancy then became a month-to-month tenancy.

The Landlords submitted a Mutual Agreement to End a Tenancy form (the "Mutual Agreement"). It states that the Tenant will vacate the rental unit at 12:00 p.m. on October 19, 2020. It is signed by the Landlord and Tenant.

The Landlord confirmed the Tenant signed the Mutual Agreement.

Analysis

Section 44(1)(c) of the *Act* states that a tenancy ends if "the landlord and tenant agree in writing to end the tenancy".

Pursuant to section 55(2)(d) of the *Act*, a landlord can apply for an order of possession of a rental unit if "the landlord and tenant have agreed in writing that the tenancy is ended".

I am satisfied based on the Mutual Agreement and undisputed testimony of the Landlord that the Landlord and Tenant signed the Mutual Agreement ending the tenancy at 12:00 p.m. on October 19, 2020. The Tenant was bound by the Mutual Agreement and was required to vacate the rental unit by 12:00 p.m. on October 19, 2020.

Pursuant to section 44(1)(c) of the *Act*, the tenancy ended October 19, 2020. The Landlords are entitled to an Order of Possession pursuant to section 55(2)(d) of the *Act*. The Landlords are issued an Order of Possession effective two days after service on the Tenant pursuant to section 55(3) of the *Act*.

Conclusion

The Landlords are issued an Order of Possession effective two days after service on the Tenant. This Order must be served on the Tenant. If the Tenant does not comply with the Order, it may be filed in the Supreme Court and 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 *Act*.

Dated: January 25, 2021

Residential Tenancy Branch