



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes ET, FF

Introduction, Preliminary and Procedural Matters-

This hearing convened to deal with the landlord's application for dispute resolution (application) seeking remedy under the Residential Tenancy Act (Act). The landlord applied for an order ending the tenancy earlier than the tenancy would end if a notice to end the tenancy were given under section 47 of the Act and recovery of the cost of the filing fee.

The landlord, the landlord's legal counsel (counsel), another person claiming to be a tenant, MC, and a witness, who claimed to be a former tenant, attended the hearing. The witness was excused from the hearing. All parties apart from counsel were affirmed.

During the hearing, MC claimed to be a tenant and that he had been there for three years; however, there was no documentary evidence from MC, or proof they ever paid rent. The landlord on the other hand, said that although the listed tenants were sub-tenants to begin with, paying their rent to tenants living in the property, those other tenants vacated and the tenants in these proceedings began paying their rent, around October 2022, becoming the tenants.

As the tenants were not present, service of the landlord's application was considered. The landlord testified that they served the tenants their Application for Dispute Resolution, evidence, and Notice of Hearing (application package) by attaching it to the tenants' door on or about December 14, 2022. I therefore find the landlord submitted sufficient evidence to show the tenants were served as required under section 89(2) of the Act.

Although the landlord's application pertained to a request for an order of possession of the rental unit due to urgent circumstances, the landlord filed evidence that showed each tenant, along with MC, and others, signed Mutual Agreement to End Tenancy on the Residential Tenancy Branch (RTB) forms, signed on March 8, 2023, for a move-out date of March 22, 2023. The landlord said that the listed tenants have now vacated the rental unit. For this reason, I find it is not necessary to consider the merits of the landlord's application.

According to the landlord, they still require an order of possession of the rental unit, as unknown occupants remain in the property.

Analysis and Conclusion

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

Section 62(3) of the Act allows the Director through an arbitrator to make any order necessary to give effects to the rights of a party under the Act.

On the basis of the evidence before me, I find that the landlord and the tenants mutually agreed to end the tenancy on March 22, 2023, by executing the Mutual Agreement to End a Tenancy form signed by the tenants as well as by MC. The tenants have already vacated, ending the tenancy.

I therefore find that the landlord is entitled to, and I grant, an order of possession of the rental unit under (order) section 55(2)(d) of the Act, effective two (2) days after service of the order on the tenants. The order granted to the landlords orders the tenants, who have vacated, and their occupants to vacate the rental unit.

The order may be filed in the Supreme Court of British Columbia for enforcement as an order of that Court, if necessary. The tenants are advised that costs of such enforcement, **such as bailiff fees**, are subject to recovery from the tenants.

I also grant the landlord a monetary order for \$100, as I have granted the landlord's application.

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*. Pursuant to section 77(3) of the Act, a decision or an order is final and binding, except as otherwise provided in the Act.

Dated: April 22, 2023