



# **Dispute Resolution Services**

Residential Tenancy Branch  
Ministry of Housing and Social Development

## **Decision**

### **Dispute Codes:**

OP

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### **Introduction**

This hearing dealt with an Application for Dispute Resolution by the Landlord for an Order of Possession based on the mutual agreement made between the parties to end the tenancy effective September 30, 2009. The agreement was made resolving a dispute resolution heard on August 20, 2009 and the details of the mutual agreement to end the tenancy were contained in the decision of the same date.

Although served with the Application for Dispute Resolution and Notice of Hearing in person on July 31, 2009, the tenant did not appear.

### **Issue(s) to be Decided**

The issue to be decided at this hearing is whether or not the landlord is entitled to receive an Order of Possession based on the mutual agreement made between the parties on August 20, 2009.

### **Background and Evidence**

The landlord testified that the tenant had previously given notice to move by July 31, 2009, but had reneged on this written notice. The landlord testified that during a dispute resolution hearing held on August 20, 2009, the parties had reached a mutual agreement on consent that the tenant would instead vacate the unit on or before

September 30, 2009. The landlord testified that he believes that the tenant will again fail to honour her agreement to vacate as promised and the landlord therefore feels it necessary to seek an Order of Possession.

### **Analysis**

Section 55 (2) states that A landlord may request an order of possession of a rental unit by making an application for dispute resolution in situations where the landlord and tenant have agreed in writing that the tenancy is ended.

### **Conclusion**

Accordingly, I hereby grant the landlord an Order of Possession effective September 30, 2009 at 1:00 p.m.

I find that the landlord is entitled to be reimbursed the \$50.00 fee paid by the landlord for this application and I further order that the landlord retain an additional \$50.00 from the security deposit and interest. The remainder of the deposit must be administered in compliance with section 38 of the Act.

September 2009 \_\_\_\_\_

Date of Decision

Dispute Resolution Officer