



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes MNDC, RPP, AAT, RR, OP, FF

Introduction

This was the hearing of applications by the landlord and by the tenant. The landlord applied for an order for possession. The tenant applied for a monetary order, for an order requiring the landlord to return the tenant's personal property, for an order allowing the tenant to have access to the rental unit and for an order granting the tenant a rent reduction. The hearing was conducted by conference call. The landlord called into the hearing and participated. The tenant did not call into the hearing despite the fact that one of the applications to be heard was the tenant's application and despite having been personally served with the landlord's application and Notice of Hearing on or about December 20, 2010. The hearing commenced at 1:00 P.M. When the hearing was concluded at 1:20 P.M. the tenant had not called in to the hearing.

Issue(s) to be Decided

Is the landlord entitled to an order for possession?

Is the tenant entitled to any of the relief claimed?

Background and Evidence

The rental unit is a house in Langley. The landlord rents the house from the owner. Commencing August 15, 2010 she sublet a portion of the house to the tenant at a monthly rent of \$500.00 plus some personal services to be performed by the tenant. The tenant gave the landlord a \$500.00 deposit at the commencement of the tenancy. There is no written tenancy agreement.

The landlord provided a copy of a Mutual Agreement to End a Tenancy signed by the landlord and the tenant on December 10, 2010. According to the Mutual Agreement,

the tenant has agreed to move out of the rental property by 5:00 P.M. on January 31, 2011.

The tenant applied for a monetary order in the amount of \$1,439.90. In her application she claimed that the landlord has locked out of the rental property and stole her television. She requested the return of her property, access to the rental property and a rent reduction. The landlord denied the tenant's claims; denied preventing the tenant from having access and she denied taking the tenant's property. The landlord testified that the tenant has not paid rent and she has given the tenant a 10 day Notice to End Tenancy.

Analysis and Conclusion

In the absence of an appearance by the tenant I dismiss the tenant's application without leave to reapply. I find that the landlord is entitled to an order for possession pursuant to the Mutual Agreement to End a Tenancy. The order will be effective January 31, 2011 after service on the tenant. This order may be registered in the Supreme Court and enforced as an order of that court.

I do not award the landlord a filing fee for this application because the landlord did not provide evidence to show that the tenant does not intend to move out on or before the agreed end of tenancy date.

Dated: January 12, 2011.
