



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

OPC, OPB, FF

Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord has made application for an Order of Possession for Cause, an Order of Possession for Breach of the tenancy agreement; and to recover the filing fee from the Tenant for the cost of this Application for Dispute Resolution.

The female Agent for the Landlord stated that she personally served the Tenant with copies of the Application for Dispute Resolution, Notice of Hearing, and evidence on October 07, 2011. In the absence of evidence to the contrary, I find that these documents have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*, however the Tenant did not appear at the hearing.

Issue(s) to be Decided

The issues to be decided are whether the Landlord is entitled to an Order of Possession and to recover the filing fee from the Tenant for the cost of the Application for Dispute Resolution, pursuant to sections 55 and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The male Agent for the Landlord stated that this tenancy began on December 15, 2009. A copy of a tenancy agreement was submitted in evidence that corroborates this statement.

The male Agent for the Landlord stated that the Tenant and the Landlord entered into a mutual agreement, in writing, to end this tenancy on September 30, 2011. A copy of a document that is apparently signed by the Tenant and an agent for the landlord was submitted in evidence, which corroborates this statement.

The male Agent for the Landlord stated that the Tenant is still occupying the rental unit.

Analysis

Based on the evidence provided by the Landlord and in the absence of evidence to the contrary, I find that the Tenant and the Landlord mutually agreed, in writing, to end this tenancy on September 30, 2011; and that the Tenant has not yet vacated the rental unit.

Section 55(2)(c) of the *Act* stipulates that a landlord may apply for an Order of Possession if the landlord and the tenant have agreed in writing to end the tenancy. As the parties agreed in writing to end the tenancy on September 30, 2011 and the Tenant did not vacate the unit by that date, I find that the Landlord is entitled to an Order of Possession pursuant to section 55(2)(c) of the *Act*.

As the Landlord is being granted an Order of Possession pursuant to section 55(2)(c) of the *Act*, I find there is no need to determine whether the Landlord is also entitled to an Order of Possession pursuant to section 55(2)(a) of the *Act*.

Conclusion

I grant the Landlord an Order of Possession that is effective two days after it is served upon the Tenant. This Order may be served on the Tenant, filed with the Supreme Court of British Columbia, and enforced as an Order of that Court.

I find that the Landlord's application has merit and that the Landlord is entitled to recover the filing fee from the Tenant for the cost of this Application for Dispute Resolution. As requested at the hearing, I authorize the Landlord to retain \$50.00 from the Tenant's security deposit in full satisfaction of this monetary claim.

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: November 02, 2011.

Residential Tenancy Branch