



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Capilano Property Management Services  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPB, MNSD, MNDC, FF, O

### Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- an Order of Possession pursuant to section 55;
- a monetary order of \$600.00 for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67;
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38; and
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The tenant did not attend this hearing, although I waited until 9:42 a.m. in order to enable her to connect with this teleconference hearing scheduled for 9:30 a.m. The landlord attended the hearing and was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. The landlord testified that the tenant has retained the original of the Mutual Agreement to End a Tenancy (the Mutual Agreement) both parties signed on February 27, 2014. The landlord testified that he sent the tenant a copy of the landlord's dispute resolution hearing package on March 13, 2014, by registered mail. The landlord entered into written evidence a copy of the Canada Post Tracking Number to confirm this mailing. He testified that he had spoken with the tenant and she was aware that there was a registered letter waiting for her and that she told him that she intended to pick up that letter. In accordance with sections 88, 89 and 90 of the *Act*, I find that the tenant has a copy of the Mutual Agreement and that the tenant was deemed served with the landlord's hearing package on March 18, 2014, the fifth day after that package's mailing.

At the commencement of the hearing, the landlord testified that since he applied for dispute resolution he has had productive conversations with the tenant and has been able to re-rent the rental unit for April 1, 2014. As such, and as the landlord anticipates that the tenant will vacate the rental unit when she committed to in the Mutual Agreement, the landlord withdraw all portions of this application, save for his request for

an Order of Possession. This Order would be used in the event that the tenant does not abide by the terms of their Mutual Agreement. All portions of the landlord's application are withdrawn, save for his request for an Order of Possession.

Issues(s) to be Decided

Is the landlord entitled to an Order of Possession?

Background and Evidence

This one-year fixed term tenancy commenced on August 1, 2013. As per the terms of the Residential Tenancy Agreement signed by both parties on July 24, 2013, and entered into written evidence by the landlord, the monthly rent is set at \$600.00. The landlord continues to hold the tenant's \$300.00 security deposit paid on July 24, 2013.

The Mutual Agreement entered into written evidence by the landlord stated that both parties agreed that this tenancy is to end at 12:00 p.m. on March 31, 2014.

Analysis

Based on the landlord's undisputed sworn testimony and written evidence, I find that the parties have agreed that this tenancy is to end at 12:00 p.m. on March 31, 2014. In the event that the tenant does not vacate the rental unit by that time and date, I grant the landlord an Order of Possession to take effect then.

Conclusion

The landlord is provided with a formal copy of an Order of Possession effective at 12:00 p.m. on March 31, 2014. Should the tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

The remainder of the landlord's application is withdrawn.

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: March 26, 2014

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Residential Tenancy Branch

