



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPB, FF

Introduction

This matter dealt with an application by the Landlord to end a tenancy for a breach of contract and to recover the filing fee for this proceeding.

The Landlord said he served the Tenant with the Application and Notice of Hearing (the "hearing package") by registered mail on June 6, 2014. Based on the evidence of the Landlord, I find that the Tenant was served with the Landlord's hearing package as required by s. 89 of the Act and the hearing proceeded in the absence of the Tenant.

Issues(s) to be Decided

1. Does the Landlord have grounds to end the tenancy?
2. Is the Landlord entitled to an Order of Possession?

Background and Evidence

This tenancy started on May 1, 2013 as a 1 year fixed term tenancy with an expiry date of April 30, 2014. Rent is \$1,800.00 per month payable on the first of the month. The Tenancy agreement makes a provision of reducing the rent by \$300.00 per month if the Tenant maintains the yard. The Tenant paid a security deposit of \$750.00 on April 12, 2013.

The Landlord said he purchased the property in November, 2013 and agreed to continue the tenancy until April 30, 2014 which is the end of the contract. The Landlord continued to say the Tenant has not moved out even though the tenancy agreement ended on April 30, 2014 and the Landlord and Tenant signed a Mutual Agreement to End the Tenancy dated April 30, 2014. The Mutual Agreement to End the Tenancy has an effective vacancy date of June 1, 2014. The Landlord said he has tried to be

reasonable with the Tenant, but the Tenant will not move out of the unit. As a result the Landlord requested an Order of Possession to end the tenancy.

In addition the Landlord submitted a monetary worksheet and evidence for a monetary claim but the Landlord said he did not understand the process very well so he did not amend the application. The Landlord said he understands that he can apply for monetary compensation in another application, but this application is only dealing with the Order of Possession.

Analysis

Section 44 (c) of the Act says a landlord and tenant may end a tenancy in writing by mutual agreement. The Landlord has submitted a complete and signed Mutual Agreement to End the Tenancy dated April 30, 2014 with an effective vacancy date of June 1, 2014. Consequently, I grant an Order of Possession to the Landlord with an effective vacancy date of 2 days after service of the Order on the Tenant as the effective vacancy date on the Mutual Agreement to End the Tenancy was June 1, 2014 which is well past.

Further as the Landlord has been successful in this matter I order the Landlord to retain \$50.00 of the Tenant's security deposit to cover the filing fee for this application.

The Landlord is at leave to reapply within the next 2 years from the end of the tenancy for a monetary claim if he chooses to.

Conclusion

I find that the landlord is entitled to an Order of Possession effective **two days after service** on the tenant and the Order may be filed in the Supreme Court and enforced as an Order of that Court.

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: July 28, 2014

Residential Tenancy Branch

