



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET, FF, O

Introduction

This hearing dealt with an application by the landlord seeking an order of possession. Both parties participated in the conference call hearing. Both parties gave affirmed evidence.

Issues to be Decided

Is the landlord entitled to an order of possession?

Background and Evidence

The landlord gave the following testimony:

The tenancy began on or about October 1, 2013. Rent in the amount of \$1300.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$650.00 of which \$400.00 has already been returned to the tenant. The landlord stated that the tenant had agreed to rent the entire house. The landlord stated that the tenant ran into financial troubles and wanted to rent the basement only and sublet the top floor. The landlord stated that they were not agreeable to this situation. The landlord and the tenant signed a "Mutual Agreement to End the Tenancy" effective April 1, 2014. The landlord stated that the tenant still resides in the basement and that she requests an order of possession.

The tenant gave the following testimony:

The tenant stated that the landlord owes him a substantial amount of money for repairs that he has conducted on the property. The tenant disputes that he has financial problems. The tenant stated that he wishes to remain on the property and is willing to sign a new lease. The tenant stated that this issue arose from him demanding to be

paid for his services. The tenant stated that he canceled the hydro and gas service as he did not feel that he should be paying for it since he was living in the basement. The tenant stated that the landlord verbally agreed to let him stay in the basement.

Analysis

I accept the landlord's testimony. At no time during the hearing did the tenant dispute that he had signed the "Mutual Agreement to End a Tenancy". The landlord submitted a tenancy agreement that reflects the tenant rented the entire home and that the document to end the tenancy stated the same; there is no addendum to state the tenant would occupy the basement only. Based on the above facts and undisputed documentation, I find that the landlord is entitled to an order of possession. The tenant must be served with the order of possession. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

The landlord is also entitled to recovery of the \$50.00 filing fee. I order that the landlord retain \$50.00 from the security deposit in full satisfaction of the claim.

Conclusion

The landlord is granted an order of possession. The landlord may retain \$50.00 from the security deposit.

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

