



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding North Park Manor Society  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPB, FF

### Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking an order of possession.

The hearing was conducted via teleconference and was attended by an agent for the landlord and the tenant.

### Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to an order of possession because the tenant has breached an agreement and to recover the filing fee from the tenant for the cost of the Application for Dispute Resolution, pursuant to Sections 44, 55, 67, and 72 of the *Residential Tenancy Act (Act)*.

### Background and Evidence

The landlord has submitted into evidence the following relevant documents:

- A copy of a tenancy agreement signed by the parties on March 30, 2012 for a month to month tenancy beginning on May 1, 2012 for a monthly rent of \$430.00 due on the 1<sup>st</sup> of each of month with a security deposit of \$215.00; and
- A copy of a Mutual Agreement to End a Tenancy signed by both parties on September 2, 2014 with an effective vacancy date of October 1, 2014.

The landlord submits the tenant has failed to vacate the rental unit, as of the date of this hearing. The tenant submits that she has not yet found a place to live and until she does she cannot move out. The tenant suggested she may be able to move out by the end of January 2015. The landlord's agent submits that his management has directed him to end the tenancy.

### Analysis

Section 44(1) stipulates that a tenancy ends only if one or more of the following applies:

- a) The tenant or landlord gives notice to end the tenancy in accordance with one of the following:
  - i. Section 45 (tenant's notice);
  - ii. Section 46 (landlord's notice: non-payment of rent);
  - iii. Section 47 (landlord's notice: cause);
  - iv. Section 48 (landlord's notice: end of employment);
  - v. Section 49 (landlord's notice: landlord's use of property);
  - vi. Section 49.1 (landlord's notice: tenant ceases to qualify);
  - vii. Section 50 (tenant may end tenancy early);
- b) The tenancy agreement is a fixed term tenancy agreement that provides that the tenant will vacate the rental unit on the date specified as the end of the tenancy;
- c) The landlord and tenant agree in writing to end the tenancy;
- d) The tenant vacates or abandons the rental unit;
- e) The tenancy agreement is frustrated; or
- f) The director orders that the tenancy is ended.

From the evidence and testimony provided of both parties, I find the parties entered into a mutual agreement to end the tenancy effective October 1, 2014 and the tenant has failed to vacate the rental unit in agreement with that agreement.

### Conclusion

Based on the above, I find the landlord is entitled to an order of possession effective **two days after service on the tenant**. This order must be served on the tenant. If the tenant fails to comply with this order the landlord may file the order with the Supreme Court of British Columbia and be enforced as an order of that Court.

I find the landlord is entitled to monetary compensation pursuant to Section 67 in the amount of **\$50.00** comprised of the fee paid by the landlord for this application.

I order the landlord may deduct this amount from the security deposit held in the amount of \$215.00 in satisfaction of this claim and leaving a balance in the security deposit of \$165.00 to be disperse with the requirements under the *Act* at the end of the tenancy.

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: December 09, 2014

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Residential Tenancy Branch

