

Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding SOCIETE D'HABITATION LA VENDREDYRE C/O ATIRA PROPERTY MANAGEMENT and [tenant name suppressed to protect privacy]

DECISION

<u>Dispute Codes</u> OPC, OPB, O

<u>Introduction</u>

The landlord applies for an order of possession pursuant to a one month Notice to End Tenancy and pursuant to a "Mutual Agreement to End Tenancy" effective December 31, 2014.

The tenant did not attend the hearing. The landlord's representative shows that the tenant was served with the origination documents by registered mail. The Canada Post tracking system shows that the tenant received and signed for the mail on December 12, 2014. I find the tenant was duly served.

This tenancy ended on December 31, 2014 as the result of the mutual agreement. I grant the landlord an order of possession.

There is no request for recovery of a filing fee. The landlord seeks to keep the security deposit. I decline to deal with that request as the application served on the tenant does not seek any monetary award against her. The landlord is free to apply in that regard.

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: January 12, 2015

Residential Tenancy Branch