



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC, OPB, FF

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order of Possession – Section 55; and
2. An Order to recover the filing fee for this application - Section 72.

I accept the Landlord’s evidence that the Tenant was served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Act. The Tenant did not attend the hearing. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Landlord entitled to an order of possession?

Background and Evidence

The tenancy started mid December 2014. Rent of \$820.00 is payable monthly on the first day of each month. At the outset of the tenancy the Landlord collected \$410.00.

On October 24, 2014 the Landlord served the Tenant in person with a one month notice to end tenancy for cause. The stated effective date on the Notice is November 30, 2014. The Tenant did not dispute the Notice. On December 5, 2014 the Parties entered into an agreement to extend the effective move-out date of the Notice to the end of January 2015 on certain conditions. The Landlord states that all the conditions

of this agreement were met except for the disturbance to other tenants. The Landlord seeks an order of possession.

Analysis

Section 55 of the Act provides that a landlord may request an order of possession of a rental unit by making an application for dispute resolution where a notice to end the tenancy has been given by the landlord, the tenant has not disputed the Notice by making an application for dispute resolution and the time for making that application has expired. Section 55 of the Act also provides that a landlord may request an order of possession where the landlord and tenant have agreed in writing that the tenancy is ended.

Although the Landlord's evidence suggests that the Notice was resolved between the Parties by virtue of the agreement made December 5, 2014, considering that the Notice was not disputed by the Tenant, I take the Landlord's undisputed evidence and find that the purpose of the agreement made December 5, 2014 was to mutually agree to end the tenancy on January 31, 2015. I find therefore that the Landlord has substantiated an entitlement to an order of possession for this date. As the Landlord has been successful I find that the Landlord is entitled to recovery of the \$50.00 filing fee and I order the Landlord to deduct this amount from the security deposit of \$410.00

Conclusion

I grant an order of possession to the Landlord effective 1:00 pm on January 31, 2015. 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 28, 2015

Residential Tenancy Branch

