



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Capilano Property Management
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

OPB; FF

Introduction

This is the Landlord's Application for an Order of Possession and to recover the cost of the filing fee from the Tenants. The Landlord's Application for Dispute Resolution discloses that the Landlord is seeking "other" orders; however, the Tenants acknowledged that they were aware that the Landlord is seeking an Order of Possession based on a Mutual Agreement to End Tenancy and therefore I amended the Landlord's Application to reflect this.

The parties gave affirmed testimony at the Hearing.

The Landlord's agent testified that he mailed the Notice of Hearing documents and copies of the Landlord's documentary evidence to both of the Tenants, by registered mail, on December 24, 2014. The Tenants acknowledged service of the Notice of Hearing documents, but stated that they did not receive the Landlord's documentary evidence, which consisted of a copy of the Mutual Agreement to End Tenancy and a copy of the tenancy agreement.

The Tenants provided late evidence to the Residential Tenancy Branch on January 19, 2015, by fax. The Tenants testified that they also provided a copy of their documentary evidence to the Landlord on January 19, 2015. The Landlord's agent stated that the Landlord did not receive the Tenants documentary evidence, which consisted of a copy of the Mutual Agreement to End Tenancy and 2 pages of written submissions.

I invited the Tenants to read their submissions into the Hearing, and told the parties that I would hear oral submissions with respect to the tenancy agreement. I considered the Mutual Agreement to End Tenancy, as the parties' copies were identical.

Issues to be Decided

- Is the Landlord entitled to an Order of Possession?

Background and Evidence

The Tenant DJ moved into the rental unit in 2002. Her brother, the Tenant JJ, moved into the rental unit a few years later and on August 17, 2006, the parties signed a tenancy agreement.

Current rent is \$690.00, due on the 1st day of each month. The Tenants paid a security deposit in the amount of \$310.00.

On December 4, 2014, the parties signed a Mutual Agreement to End a Tenancy, effective 12:00 p.m., December 31, 2014.

The Tenants have not moved out of the rental unit. The Tenant DJ testified that she wishes to have the agreement “annulled” for a number of financial and health reasons.

The Landlord's agent stated that he would not agree to cancel the agreement, but that he agreed to give the Tenants more time to find alternate accommodation. The Landlord's agent asked for an Order of Possession effective 1:00 p.m., January 31, 2015.

Analysis

I explained to the Tenants that the Mutual Agreement to End a Tenancy cannot be unilaterally withdrawn by either party. I find that the Mutual Agreement to End a Tenancy is valid. Therefore, I grant the Landlord's application for an Order of Possession.

The Landlord has been successful in its application and I find that it is entitled to recover the cost of the \$50.00 filing fee from the Tenant. Pursuant to Section 72(2)(b) of the Act, the Landlord may deduct \$50.00 from the security deposit.

Conclusion

I hereby provide the Landlord with an Order of Possession effective **1:00 p.m., January 31, 2015**. This Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

Pursuant to Section 72(2)(b) of the Act, the Landlord may deduct **\$50.00** from the security deposit., representing recovery of the cost of the filing fee.

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 21, 2015

Residential Tenancy Branch

