



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 0887678 BC LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes O, FF

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the Act) for:

- an order of possession on the basis of a mutual agreement to end tenancy pursuant to section 55; and
- authorization to recover its filing fee for this application from the tenant pursuant to section 72.

The tenant did not attend this hearing, although I waited until 0946 in order to enable the tenant to connect with this teleconference hearing scheduled for 0930. The landlord attended the hearing and was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses.

The landlord's evidence was provided by the agent AA and the witness SD. The agent AA is a shareholder of the landlord. The witness SD is the former owner of the residential property.

The agent AA testified that the witness SD personally served the tenant with the dispute resolution package on 21 February 2015. On the basis of this evidence, I am satisfied that the tenant was served with the dispute resolution package pursuant to section 89 of the Act.

Issue(s) to be Decided

Is the landlord entitled to an order of possession on the basis of a mutual end to tenancy agreement? Is the landlord entitled to recover the filing fee for this application from the tenant?

Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the agent and witness, not all details of the submissions and / or arguments are reproduced here. The principal aspects of the landlord's claim and my findings around it are set out below.

This tenancy began in or about 2005. The most current monthly rent was \$425.00.

On or about 4 December 2014, the landlord and tenant entered into a mutual agreement to end the tenancy. The agreement was on the form prepared by the Residential Tenancy Branch for that purpose. The agreement set out that the tenant was to vacate the rental unit on or before 1700 on 31 January 2015.

The agent AA and the witness SD both testified that the tenant still has possession of the rental unit.

The witness SD testified that the landlord has not received any payments from the tenant since the 31 January 2015.

Analysis

In accordance with section 44 of the Act, a tenancy ends where:

- the landlord or tenant gives notice,
- the landlord and tenant agree in writing; or
- the tenant abandons the rental unit.

The tenant and landlord agreed in writing that the tenancy would end on or before 31 January 2015. The landlord was entitled to possession of the rental unit on that date. As that has not occurred, the landlord is entitled to a two-day order of possession for the rental unit.

As the landlord has been successful in its application, it is entitled to recover the filing fee from the tenant.

Conclusion

I issue a monetary order in the landlord's favour in the amount of \$50.00. The landlord is provided with these orders in the above terms and the tenant(s) must be served with this order as soon as possible. Should the tenant(s) fail to comply with these orders, these orders may be filed in the Small Claims Division of the Provincial Court and enforced as orders of that Court.

The landlord is provided with a formal copy of an order of possession. Should the tenant(s) fail to comply with this order, this order may be filed and enforced as an order of the Supreme Court of British Columbia.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under subsection 9.1(1) of the Act.

Dated: March 16, 2015

Residential Tenancy Branch

