



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR. OPB

Introduction

This hearing dealt with an application by the landlord for an order of possession. Although served with the Application for Dispute Resolution and Notice of Hearing when it was posted at the rental unit the tenant did not appear.

Issue(s) to be Decided

Is the landlord entitled to an order of possession and, if so, on what terms?

Background and Evidence

This tenancy commenced June 1, 2012 as a two year fixed term tenancy and has continued thereafter as a month-to-month tenancy. The monthly rent of \$900.00 is due on the first day of the month. Because there was a personal relationship between the landlord and the tenant a security deposit was not collected.

The landlord and the tenant signed a Mutual Agreement to End Tenancy in which they agreed that the tenancy would end on March 1, 2015. The tenant has not moved nor has she paid any rent since the agreement was signed.

Analysis

Section 55(2)(d) of the *Residential Tenancy Act* allows a landlord to obtain an order of possession when the landlord and tenant have agreed in writing that the tenancy is ended. That is the situation here. I grant the landlord an order of possession. As the rent has not been paid to the end of April the order will be effective two days after service.

Conclusion

An order of possession effective two days after service on the tenant has been granted to the landlord. If necessary, the order may be filed in the Supreme Court and enforced as an order of that court.

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: April 24, 2015

Residential Tenancy Branch

