



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Sanford Housing Society
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPM, OPN, FF

Introduction

This hearing dealt with an application by the landlord for an order of possession and an order to recovery the filing fee. Both parties participated in the conference call hearing.

Preliminary Issue

The tenant stated that he did not receive the landlords' documentary evidence for this hearing and that it should not be included in this hearing. The landlord presented evidence that the tenant was served the Notice of Hearing documents along with the evidence by registered mail on May 14, 2015. The landlord stated that the tenant did not pick up the evidence from the post office so in the presence of a witness personally served the tenant the package and evidence on June 2, 2015. I found that the tenant has been properly served the landlords evidence and with the notice of the landlord's claim and the date and time of the hearing in accordance with Section 89 of the Act and the Rules of Procedure. The landlords' documentary evidence is admissible for this hearing.

Issues to be Decided

Is the landlord entitled to an order of possession?

Is the landlord entitled to the recovery of the filing fee?

Background and Evidence

The landlord gave the following testimony:

The tenancy began on or about July 17, 2017. Rent in the amount of \$375.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$187.50. The landlord stated that he and the tenant came to an agreement to end the tenancy. The landlord stated that on March 31, 2015 he and the tenant signed a Mutual Agreement to End a Tenancy with an effective date of April 30, 2015.

The landlord stated that although it wasn't part of the agreement to end the tenancy; they attempted to assist the tenant by finding two separate locations for alternative housing which the tenant refused. The landlord stated that the tenant has refused to leave. The landlord stated that his rent is paid up until the end of June for which a receipt was given "for use and occupancy only".

The tenant gave the following testimony:

The tenant stated that he doesn't want to leave. The tenant stated that he was tricked into signing the form and that the alternative housing the landlord spoke of; "was smaller than Harry Potter's closet under the stairs". The tenant stated that he felt pressured into signing like a "shotgun wedding" and that anyone that would sign up for homelessness "should be taking a trip on the short bus".

Analysis

I accept the version of the events as purported by landlord. The tenants' testimony was contradictory, inconsistent and was not reliable. The tenant would offer a version of the events, and then when asked a question would alter it and provide another version; the tenant did this throughout the hearing. Even when I asked the tenant if he had been served the documentary evidence he initially stated he had, then stated he had not, then later stated he only received 10 pages, then stated he received 2 pages, and then another version that he had received about 8-10 pages. The tenant was very erratic in his testimony.

I accept that the parties signed the Mutual Agreement to End Tenancy in good faith, without duress or deceit. Based on the above facts I find that the landlord is entitled to an order of possession. The tenant must be served with the order of possession. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

Due to the timing in the month and that the tenant has paid his rent for the month of June, the order of possession takes effect at 1:00 p.m. on June 30, 2015.

The landlord is entitled to the recovery of the \$50.00 filing fee. The landlord is entitled to withhold \$50.00 from the security deposit to satisfy that claim.

Conclusion

The landlord is granted an order of possession and to withhold \$50.00 from the security deposit.

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: June 18, 2015

Residential Tenancy Branch

