



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Montello Holdings Ltd
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPR, MNR, MNSD, MNDC, 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;
2. A Monetary Order for unpaid rent - Section 67; and
3. 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 on the door on July 14, 2015. The Tenant did not participate in the conference call hearing. As an application for a monetary order may not be served by posting on the door, I dismiss the claim for unpaid rent with leave to reapply. The Landlord withdraws the claim for recovery of the filing fee.

Issue(s) to be Decided

Is the Landlord entitled to an Order of Possession?

Background and Evidence

The tenancy began several years prior to 2014. Rent of \$250.00 is payable in advance on the first day of each month. No security deposit was collected by the Landlord.

The Tenant owed arrears and failed to pay rent for July 2015 and the Landlord served a 10 day notice to end tenancy for unpaid rent. Following this service on July 5, 2015 the Parties entered into a mutual agreement scheduling the payment of the rent and

arrears. The agreement provides that if the Tenant does not pay as agreed the tenancy will end immediately. The Tenant did not pay anything after signing the mutual agreement. The Landlord seeks an order of possession.

Analysis

Section 55(2)(d) 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 the landlord and tenant have agreed in writing that the tenancy is ended. Based on the undisputed evidence that the Parties mutually agreed in writing to end the tenancy immediately upon the Tenant's failure to pay the rent and arrears as agreed, I find that the Landlord is entitled to an order of possession.

Conclusion

I grant an Order of Possession to the Landlord. The Tenant must be served with this **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.

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: September 16, 2015

Residential Tenancy Branch

