



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, FF

Introduction

This hearing dealt with an application by the landlord for an order of possession, a monetary order and an order to recovery the filing fee. The landlord participated in the conference call hearing but the tenant(s) did not. The landlord presented evidence that the tenants were served with the application for dispute resolution and notice of hearing by personally serving them the Notice of Hearing Documents on February 14, 2016. I found that the tenants had been properly served with notice of the landlord's claim and the date and time of the hearing and the hearing proceeded in their absence. The landlord gave affirmed evidence.

Preliminary Issue

The landlord stated that they were seeking an order of possession based on a signed Mutual Agreement to End a Tenancy. The landlord stated that due to an error a monetary claim was also processed as part of this application. The landlord stated that they do not wish to pursue that at this time. Based on the information provided by the landlord I dismiss the monetary portion of their application with leave to reapply and that this decision will solely address whether the landlord is entitled to an order of possession and the recovery of the filing fee. The hearing proceeded and completed on that basis.

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 December 15, 2015. Rent in the amount of \$900.00 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 \$450.00. The landlord stated that the male tenant was a problem immediately after moving in. The landlord stated that the police had to be called on several occasions due to his violent behaviour. The landlord stated that she served the female tenant a One Month Notice to End Tenancy for Cause on December 29, 2015. The landlord stated that she and the tenant discussed the situation and agreed that the tenancy was to end on January 31, 2016. The landlord stated that both parties signed a Mutual Agreement to End a Tenancy reflecting that agreement. The landlord stated that the tenant has not moved and only paid \$325.00 of rent during the entire tenancy.

Analysis

I accept the landlord's undisputed testimony and I find that the parties mutually agreed to end the tenancy as of January 31, 2016. The landlord provided extensive documentation to support her position. 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.

The landlord is also entitled to recovery of the \$100.00 filing fee. I order that the landlord retain \$100.00 from the security deposit in full satisfaction of the claim.

Conclusion

The landlord is granted an order of possession.

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: March 30, 2016

Residential Tenancy Branch