



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *OPM, MND, MNSD, MNDC, FF*

Introduction

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for an order of possession, pursuant to a mutual end to tenancy agreement, entered into by the parties. The landlord also applied for the cost of repairs, for the recovery of the filing fee and to retain the security deposit in satisfaction of her monetary claim. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

The respondent acknowledged receipt of evidence submitted by the landlord. Both parties gave affirmed testimony.

At the start of the hearing, the person appearing for the tenant objected to being referred to as a tenant. He stated that he co-signed the tenancy agreement but had never lived in the rental unit. He preferred to be addressed as “respondent”. He also objected to the hearing being conducted by conference call. I informed him that he was at liberty to voice his objection to the director of the Residential Tenancy Branch

The landlord testified that the tenant had not yet moved out and therefore she was not in a position to fully assess the damage to the unit and was only able to provide estimates for repair. Since the tenancy has not yet ended I dismiss with leave to reapply, the monetary portion of the landlord’s application for damages and to retain the security deposit,

Therefore, this hearing only dealt with the landlord’s application for an order of possession and for the recovery of the filing fee.

Issues to be decided

Is the landlord entitled to an order of possession and to the recovery of the filing fee?

Background and Evidence

Both parties agreed to the following:

The tenancy started on May 01, 2015 for a fixed term of six months. At the end of the fixed term the tenancy continued on a month to month basis. The monthly rent is \$660.00 payable on the first of each month. The tenant paid a security deposit of \$330.00. On March 29, 2016, the parties agreed to end the tenancy and entered into a mutual agreement to end tenancy at noon on April 30, 2016.

The landlord testified that as of the date of this hearing – June 03, 2016, the tenant has not moved out. The landlord is requesting an order of possession to be effective immediately.

Analysis

Based on the testimony of both parties and documentary evidence of the landlord, I find that the tenant agreed to move out on April 30, 2016. Therefore, I find that the landlord is entitled to an order of possession and pursuant to section 55; I am issuing a formal order of possession effective two days after service on the tenant. The Order may be filed in the Supreme Court for enforcement.

Since the landlord has proven her case, she is entitled to the recovery of the filing fee and may retain \$100.00 from the security deposit.

Conclusion

I grant the landlord an order of possession effective two days after service on the tenant.

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 03, 2016

Residential Tenancy Branch