



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPB, FF, O

Introduction

This hearing convened as a result of a Landlord's Application for Dispute Resolution filed September 30, 2016 wherein the Landlord sought an Order of Possession, to recover the filing fee and for other unspecified relief.

Both parties appeared at the hearing and were given a full opportunity to be heard, to present their affirmed testimony, to present their evidence orally and in written and documentary form, and make submissions to me.

The parties agreed that all evidence that each party provided had been exchanged. No issues with respect to service or delivery of documents or evidence were raised.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, not all details of the respective submissions and or arguments are reproduced here; further, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

1. Is the Landlord entitled to an Order of Possession?
2. Should the Landlord recover the filing fee?

Background and Evidence

The Landlord testified that he owns land and rents a manufactured home site to the Tenant for his manufactured home.

Introduced in evidence was a copy of the Manufactured Home Site Tenancy Agreement and which indicated as follows: the tenancy began July 1, 2015 for a two month tenancy which then became a month to month tenancy. The Tenant paid monthly rent in the amount of \$300.00 per month on the first of the month.

Introduced in evidence was a copy of a Mutual Agreement to End a Tenancy signed by both parties on August 23, 2016 and which indicated the tenancy was to end at 6:00 p.m. on September 30, 2016.

The Landlord stated that the Tenant failed to pay his site rental for October and November 2016.

The Tenant testified as follows. He confirmed that he rents a site off the Landlord for his manufactured home, which he described as a "travel trailer". He stated that he signed the mutual agreement to end the tenancy.

The Tenant also confirmed that he has not paid his site rental for October and November 2016 as he has been financially unable to do so.

Analysis

Based on the evidence before me, the testimony of the parties and on a balance of probabilities I find as follows.

I find the parties agreed in writing to end the tenancy by signing the Mutual Agreement to End a Tenancy. This agreement provided that the tenancy would end September 30, 2016. Pursuant to section 37(1)(c), the tenancy ended at this time; for greater clarity I reproduce that section as follows:

How a tenancy ends

37 (1) A tenancy ends only if one or more of the following applies:

(c) the landlord and tenant agree in writing to end the tenancy;

The Landlord is entitled to an Order of Possession which is effective two (2) days after service on the Tenant. If necessary the Order may be filed and enforced in the B.C. Supreme Court.

The Landlord is also entitled to recovery of the \$100.00 filing fee and is granted a Monetary Order for this sum. This Order must also be served on the Tenant and may be filed and enforced in the B.C. Provincial Court (Small Claims Division).

Conclusion

The parties reached a mutual agreement to end the tenancy and as such the Landlord is entitled to an Order of Possession pursuant to sections 37(1)(c) and 55 of the *Residential Tenancy Act*.

The Landlord is also entitled to a Monetary Order in the amount of \$100.00 as recovery of the filing fee.

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: November 22, 2016

Residential Tenancy Branch