



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes O

Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution, received at the Residential Tenancy Branch on December 14, 2016 (the "Application"). The Landlord indicated she was seeking "other" relief, but the written details of the dispute and the Landlord's documentary evidence make it clear the Landlord was seeking an order of possession based on a Mutual Agreement to End a Tenancy, dated November 9, 2016 (the "Agreement"), pursuant to the *Residential Tenancy Act* (the "Act"). Pursuant to section 64(3) of the *Act*, I amend the Landlord's Application to reflect the relief sought.

The Landlord was represented at the hearing by H.D., who provided affirmed testimony. The Tenant did not attend the hearing.

On behalf of the Landlord, H.D. testified that the Tenant was served with the Application package by mail on December 15, 2016. Pursuant to sections 89 and 90 of the *Act*, documents served in this manner are deemed to be received five days later. I find the Tenant is deemed to have received the Landlord's Application package on December 20, 2016.

On behalf of the Landlord, H.D. was given an opportunity to present evidence orally and in written and documentary form, and to make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

Is the Landlord entitled to an order of possession based on the Agreement?

Background and Evidence

On behalf of the Landlord, H.D. testified the tenancy began on or about November 25, 2014. Rent in the amount of \$1,250.00 is due each month. The Tenant paid a security deposit to the Landlord in the amount of \$625.00.

The Landlord testified that on November 9, 2016, the parties signed the Agreement. The Agreement confirmed that the tenancy would end on December 13, 2016, at 1:00 p.m. A copy of the Agreement was submitted with the Landlord's documentary evidence. However, the Tenant continues to occupy the rental unit.

Analysis

Based on the affirmed testimony and documentary evidence, and on a balance of probabilities, I find as follows:

Section 55(2)(d) of the *Act* states:

A landlord may request an order of possession of a rental unit in any of the following circumstances by making an application for dispute resolution:

...

(d) the landlord and tenant have agreed in writing that the tenancy is ended.

[Reproduced as written.]

I find that the Landlord and the Tenant agreed in writing that the tenancy would end on December 13, 2016, at 1:00 p.m. However, the Tenant continues to occupy the rental unit.

I find the Landlord is entitled to an order of possession, which will be effective two (2) days after service on the Tenant.

In addition, having been successful, I find the Landlord is entitled to recovery the filing fee paid to make the Application, which I order may be retained from the security deposit.

Conclusion

The Landlord is granted an order of possession, which will be effective two (2) days after service on the Tenant. The order of possession may be filed in and enforced as an order of the Supreme Court of British Columbia.

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: January 17, 2017

Residential Tenancy Branch