



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 1034212 B.C. LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes O FF

Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution, received at the Residential Tenancy Branch on March 14, 2017 (the "Application"). The Landlord has applied for an order of possession based on a Mutual Agreement to End a Tenancy, dated December 20, 2016 (the "Mutual Agreement").

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

The Landlord testified that the Tenant was served with the Application package, including the Notice of a Dispute Resolution Hearing and documentary evidence, in person on March 18, 2017. In the absence of evidence to the contrary, I find the Tenant was duly served with and received the Landlord's Application package on that date.

On behalf of the Landlord, J.W. 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

1. Is the Landlord entitled to an order of possession?
2. Is the Landlord entitled to recover the filing fee?

Background and Evidence

The Landlord submitted a copy of the tenancy agreement between the parties into evidence. It confirmed the tenancy began on August 1, 2004. According to J.W., current rent is \$845.00 per month and is due on the first day of each month. The Tenant paid a security deposit to the Landlord in the amount of \$360.00.

The Landlord submitted a copy of the Mutual Agreement into evidence. J.W. testified that she signed the Mutual Agreement on behalf of the Landlord, and that the Tenant signed on his own behalf in her presence. The Mutual Agreement confirmed that the tenancy was to end on February 28, 2017, at 3:00 p.m. 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 February 28, 2017, at 3:00 p.m. However, the Tenant continues to occupy the rental unit. As the tenancy ended by agreement on February 28, 2017, 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 recover the filing, 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: April 13, 2017

Residential Tenancy Branch