



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPB

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- an order of possession for breach of an agreement with the landlord, pursuant to section 55.

The tenant did not participate in the conference call hearing, which lasted approximately 15 minutes. The landlords and landlord's agent (collectively the "landlord") attended the hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

The landlord testified that she served the tenant with a copy of the application and hearing package on March 24, 2017, by way of posting to the rental unit door where the tenant resides. In accordance with sections 88 and 90 of the *Act*, I find that the tenant was deemed served with the landlord's application and hearing package on March 27, 2017, three days after its posting.

Issue(s) to be Decided

Is the landlord entitled to an order of possession?

Background and Evidence

The landlord testified that the landlord assumed this tenancy in November 2016, when the landlord purchased the property from the previous landlord. The landlord did not receive a tenancy agreement from the previous owner and did not enter into a new tenancy agreement with the tenant in November 2016. The landlord testified that the month to month tenancy started in the spring of 2016 and rent in the amount of \$520.00 is payable on the first of each month. A security deposit of \$260.00 was remitted by the tenant at the time the landlord assumed the tenancy in November of 2016. The landlord retains this deposit, in trust.

The landlord testified that despite a signed Mutual Agreement to End Tenancy form establishing the tenant would vacate February 28, 2017, the tenant remains in the rental unit. The landlord provided a copy of the signed form, dated January 3, 2017.

Analysis

Section 44 of the *Act* establishes that a tenancy may end if the landlord and tenant agree in writing to end the tenancy. I am satisfied based on evidence presented that the tenant and landlord agreed in writing that the tenancy would end on or before February 28, 2017. The landlord was entitled to possession of the rental unit on that date. As this has not occurred, I find the landlord is entitled to a two-day order of possession for the rental unit.

Conclusion

I grant an order of possession to the landlord effective **two (2) 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: April 27, 2017

Residential Tenancy Branch