



# Dispute Resolution Services

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## Residential Tenancy Branch Office of Housing and Construction Standards

A matter regarding ROYAL PROVIDENCE MANAGEMENT  
and [tenant name suppressed to protect privacy]

### **DECISION**

Dispute Codes O, FF

#### Introduction

This matter dealt with an application by the Landlord for other considerations, an Order of Possession and to recover the filing fee.

The Landlord's agent said he served the Tenant with the Application and Notice of Hearing (the "hearing package") by registered mail on September 1, 2017. Based on the evidence of the Landlord's agent, I find that the Tenant was served with the Landlord's hearing package as required by s. 89 of the Act and the hearing proceeded in the Tenant's absences.

At the start of the conference call the Landlord's agent said the Landlord wishes to withdraw the request to recover the filing fee from the application. The request is granted.

#### Issues(s) to be Decided

1. Is the Landlord entitled to an Order of Possession?
2. What other considerations are there?

#### Background and Evidence

This tenancy agreement started on February 1, 2017 as a 6 month fixed term tenancy with an expiry date of July 30, 2017 and then continued on a month to month basis. Rent is \$1,480.00 per month payable in advance of the 1<sup>st</sup> day of each month. The Tenant paid a security deposit of \$700.00 on January 12, 2016.

The Landlord's agent said they issued a Notice to End Tenancy for unpaid rent to the Tenant previously and the Tenant has now paid the rent and satisfied that Notice. The Landlord's agent continued to say as a result of this issue in the tenancy the parties agreed to reinstate the tenancy until March 31, 2018 through a Mutual Agreement to End Tenancy dated and signed by both parties on September 1, 2017. The Mutual Agreement to End Tenancy has an effective vacancy date of March 31, 2018. The Landlord's agent said the Landlord is requesting an Order of Possession to support this Mutual Agreement to End Tenancy.

#### Analysis

Section 44 (c) of the Act says a tenancy may be ended if the landlord and the tenant agree in writing to end the tenancy.

I have reviewed the Mutual Agreement to End Tenancy dated September 1, 2017 and signed by both the Tenant and the Landlord. I find the Mutual Agreement to End Tenancy complies with the Act as a method



of ending a tenancy. Consequently I find the Landlord's agent has established grounds to be entitled to an Order of Possession to support the Mutual Agreement to End Tenancy. I grant the Landlord an Order of Possession with an effective vacancy date of March 31, 2018.

### Conclusion

An Order of Possession effective March 31, 2018 has been issued to the Landlord. A copy of the Order must be served on the Tenant: the Order of Possession may be enforced in 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: November 22, 2015

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Residential Tenancy Branch