



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPL; OPM; FF

Introduction

This is the Landlords' Application for Dispute Resolution seeking an Order of Possession and to recover the cost of the filing fee from the Tenant.

This matter was scheduled to be heard on June 27, 2018, at 9:00 a.m. The Tenant did not attend this Hearing, although I left the teleconference hearing connection open until 9:15 a.m. in order to enable the Tenant to attend. The Landlords and their agent attended the hearing and gave affirmed testimony.

I confirmed that the correct date, time, call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the Landlords, their agent and I were the only ones who had called into this teleconference.

The Landlord's agent testified that the Landlord JG hand delivered the Notice of Hearing package to the Tenant on May 7, 2018. He stated that the Tenant returned the documents to the Landlords, but that later he returned and picked them up again. I am satisfied that the Tenant was duly served with the Notice of Hearing documents. The Hearing continued in the Tenant's absence.

Issue(s) to be Decided

Are the Landlords entitled to an Order of Possession?

Background and Evidence

This tenancy began in July, 2017. Monthly rent is \$520.00, due on the first day of each month. The Tenant paid a security deposit, but the Landlords returned it to him because he said he needed it back.

On February 15, 2018, the Landlords gave the Tenant a 2 Month Notice to End Tenancy for Landlord's Use of Property. The Landlords submitted that the Tenant disputed this Notice, although I note that the Tenant did not make an Application to cancel the Notice. In any event, the parties reached a mutual agreement to end the

tenancy on March 31, 2018, and the Landlords agreed that the Tenant did not have to pay rent for the month of March, 2018. The Tenant did not move out of the rental unit, as agreed, on March 31, 2018, so the parties amended the mutual agreement. The amended mutual agreement was for an end-of-tenancy date of "April 31, 2018" (sic). The Landlords also agreed that the Tenant did not have to pay rent for the month of April, 2018.

The Landlords provided a copy of the signed mutual agreement to end the tenancy. The Tenant did not pay rent for March or April, 2018, but did not move out of the rental unit.

Analysis

I find that the parties agreed to end the tenancy at the end of April, 2018, on the understanding that the Tenant would not pay rent for March or April, 2018. I find that the Tenant did not pay rent for March or April, 2018, but did not move out of the rental unit and that the Tenant is in breach of the mutual agreement to end the tenancy.

Therefore, I find that the Landlords are entitled to an Order of Possession. The Landlords have been successful in their Application and I find that they are entitled to recover the cost of the \$100.00 filing fee from the Tenant.

Conclusion

The Landlords are hereby provided with an Order of Possession effective 2 days after service of the Order upon the Tenant. This Order may be enforced in the Supreme Court of British Columbia.

The Landlords are hereby provided with a Monetary Order in the amount of \$100.00 for service upon the Tenant. This Order may be enforced in the Provincial Court of British Columbia (Small Claims Court).

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: June 27, 2018

Residential Tenancy Branch