



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPM, MNDCL-S

Introduction

This decision is in respect of the landlord's application for dispute resolution under the *Residential Tenancy Act* (the "Act"). The landlord seeks the following:

1. an order of possession for a mutual agreement to end tenancy, pursuant to section 55; and
2. a monetary order for compensation

A dispute resolution hearing was convened at 11:00 a.m. on October 18, 2018, and the landlord and his agent attended, were given a full opportunity to be heard, to present testimony, to make submissions, and to call witnesses. The tenant did not attend.

The landlord testified that the tenant was served with the Notice of Dispute Resolution Proceeding package by registered mail. I find that the tenant was served in compliance with section 89(2)(b) of the Act.

While I have reviewed all oral and documentary evidence submitted that met the requirements of the *Rules of Procedure* and to which I was referred, only evidence relevant to the issue of this application are considered in my decision.

Preliminary Issue: Withdrawal of Claim for Compensation

The landlord's agent requested to withdraw their claim for compensation. As such, I grant them the requested withdrawal of this aspect of their claim and I make no findings of fact or law on this matter.

Issue to be Decided

Is the landlord entitled to an order of possession for a mutual agreement to end tenancy?

Background and Evidence

The landlord's agent (hereafter referred to as "landlord") testified that the tenancy commenced May 1, 2018 and was a fixed term tenancy ending on June 30, 2018. Monthly rent of \$580.00 is due on the first of the month. The tenant paid a security deposit of \$290.00. A copy of the written tenancy agreement was submitted into evidence.

The parties entered into a Mutual Agreement to End a Tenancy (the "Mutual Agreement") (RTB form #8), in which the parties agrees that the tenant would vacate the rental unit on August 15, 2018, at 1:00 p.m. This Mutual Agreement was signed by the landlord's agent and the tenant on July 31, 2018. The Mutual Agreement was submitted into evidence by the landlord.

The tenant currently resides in the rental unit and the landlord seeks to enforce the Mutual Agreement by way of an order of possession.

Analysis

The standard of proof in a dispute resolution hearing is on a balance of probabilities, which means that it is more likely than not that the facts occurred as claimed. The onus to prove their case is on the person making the claim.

Subsection 55(2)(d) of the Act states that a landlord may request an order of possession of a rental unit when the landlord and tenant have agreed in writing that the tenancy is ended.

In this case, the landlord provided sufficient evidence proving that the landlord and the tenant agreed in writing that the tenancy was ending on August 15, 2018.

Taking into consideration the documentary evidence and undisputed testimony of the landlord presented before me, and applying the law to the facts, I find on a balance of probabilities that the landlord has met the onus of proving their claim that they are entitled to an order of possession.

Conclusion

I hereby grant the landlord an order of possession, which must be served on the tenant and is effective two days from the date of service. The order of possession may be filed in the Supreme Court of British Columbia and enforced as an order of that 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 Act.

Dated: October 18, 2018

Residential Tenancy Branch