



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding MOUNT LEHMAN ROAD PROPERTIES LP  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPM, FFL

### Introduction

On October 12, 2018, the Landlord applied for a Dispute Resolution proceeding seeking an Order of Possession based on a Mutual Agreement to End Tenancy pursuant to Section 55 of the *Residential Tenancy Act* (the “*Act*”) and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

A.H. and C.I. attended the hearing as agents on behalf of the Landlord. The Tenant did not attend the hearing. All in attendance provided a solemn affirmation.

A.H. confirmed that she served the Notice of Hearing package and evidence by registered mail to the Tenant on October 15, 2018 (the registered mail tracking number is on the first page of this decision). Based on this undisputed testimony, and in accordance with Sections 89 and 90 of the *Act*, I am satisfied that the Tenant was deemed to have received the Notice of Hearing package and evidence.

All parties were given an opportunity to be heard, to present sworn testimony, and to make submissions. I have reviewed all oral and written submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issue(s) to be Decided

- Is the Landlord entitled to an Order of Possession based on the Mutual Agreement to End Tenancy?
- Is the Landlord entitled to recover the filing fee?

### Background and Evidence

A.H. stated that the property was purchased on August 2, 2018 and that the Tenant had lived in the rental unit for “upwards of 10 years”. She was not sure how much rent was owed per month as the Tenant had not paid them any rent.

She stated that a Mutual Agreement to End Tenancy was signed with the Tenant on July 6, 2018 with an effective end date of the tenancy for September 30, 2018 at 1:00 PM. This agreement was entered into evidence. An amendment of the agreement to extend the effective end date of the tenancy to October 15, 2018 was offered by the Landlord but it was not signed by the Tenant. As the Tenant had not moved out by the effective date of the agreement, the Landlord applied for an Order of Possession.

### Analysis

Upon consideration of the evidence before me, I have provided an outline of the following Sections of the *Act* that are applicable to this situation. My reasons for making this decision are below.

I note that Section 55 of the *Act* allows a Landlord to submit an Application for Dispute Resolution seeking an Order of Possession based on a Mutual Agreement to End Tenancy, and I must consider if the Landlord is entitled to that Order if the agreement is valid.

As well, Section 44 of the *Act* allows a tenancy to end by mutual consent of both the Landlord and the Tenant.

In considering this matter, I have reviewed the Mutual Agreement to End Tenancy and both the Landlord and Tenant signed and agreed to the terms stated in that agreement. Based on the undisputed evidence before me, I am satisfied that the Landlord and Tenant agreed to mutually end the tenancy on September 30, 2018 at 1:00 PM. As the Tenant failed to vacate the rental unit by this time, I find that the Landlord is entitled to an Order of Possession, which must be served on the Tenant. If the Tenant does not vacate the rental unit **2 days after service of this Order**, the Landlord may enforce this Order in the Supreme Court of British Columbia.

As the Landlord was successful in her claims, I find that the Landlord is entitled to recover the \$100.00 filing fee paid for this application.

### Conclusion

The Landlord is provided with a formal copy of an Order of Possession effective **2 days after service of this Order**. Should the Tenant or any occupant on the premises fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

The Landlord is provided with a Monetary Order in the amount of **\$100.00** in the above terms, and the Tenant must be served with **this Order** as soon as possible. Should the Tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court 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 *Residential Tenancy Act*.

Dated: November 22, 2018

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Residential Tenancy Branch