



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPM

Introduction

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

- an order of possession pursuant to section 55.

The landlord attended the hearing via conference call and provided undisputed testimony. The tenant did not attend or submit any documentary evidence. The landlord stated that the tenant was served with the notice of hearing package and the submitted documentary evidence via Canada Post Registered Mail on October 2, 2018. The landlord provided a copy of the Canada Post Customer Receipt and tracking labels as confirmation of service. The landlord further clarified that the package was returned by Canada Post after attempted service was made because it was "unclaimed" by the tenant. I accept the undisputed evidence of the landlord and find that the tenant was properly served as per sections 88 and 89 of the Act. Although the tenant did not claim the package, I find that the tenant is deemed sufficiently served as per section 90 of the Act.

Issue(s) to be Decided

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

Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

The landlord seeks an order of possession as a result of a mutual agreement to end tenancy dated June 23, 2018 and signed by the tenant, W.B. to vacate the rental premises on September 30, 2018 at 11pm. The landlord has submitted in support of this claim a copy of the completed mutual agreement to end tenancy form RTB-8.

Analysis

Section 44 (1) (c) states in part that a tenancy may end if the landlord and tenant agree in writing to end the tenancy. In this case, the landlord has provided undisputed affirmed evidence that a mutual agreement to end tenancy dated June 23, 2018 was signed by the tenant to vacate the rental premises by September 30, 2018. The landlord stated that the tenant continues to reside in the rental unit and paying rent. The landlord seeks an end to the tenancy. The landlord's application is granted. As the effective end of tenancy date has now passed, I grant the landlord an order of possession effective 2 days after being served upon the tenant.

Conclusion

The landlord is granted an order of possession.

This order must be served upon the tenant. Should the tenant fail to comply with the order, the order 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 *Residential Tenancy Act*.

Dated: November 09, 2018

Residential Tenancy Branch