



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding 1117642 BC LTD.  
and [tenant name suppressed to protect privacy]

## **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's agent (the landlord) attended the hearing via conference call and provided affirmed testimony. The tenant did not attend or submit any documentary evidence. The landlord stated that the tenant was personally served with the notice of hearing package and the submitted copy of the mutual agreement on January 17, 2019. I accept the undisputed affirmed testimony of the landlord and find that the tenant was personally served with the notice of hearing package and the submitted documentary evidence on January 17, 2019. Although the tenant did not attend, I find that the tenant is deemed served as per section 90 of the Act as being sufficiently served.

At the outset, the landlord clarified that the tenant had agreed to a mutual agreement to end tenancy and has since refused to vacate the premises as of the date of this hearing. After waiting 10 minutes past the start of the scheduled hearing time, the hearing was commenced in the absence of the tenant.

### Issue(s) to be Decided

Is the landlord entitled to an order of possession?

### 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 signed and dated on November 30, 2018 for January 31, 2019. The landlord stated that the tenant has since refused to vacate the rental unit and occupies the rental space as of the date of this hearing. The landlord has submitted a copy of the signed and dated copy of the mutual agreement to end tenancy dated November 30, 2018 in support of this application.

### Analysis

Section 44 (1) (c) of the Act states in part that a tenancy may end when a tenant and landlord agree in writing to end the tenancy. In this case, the landlord provided undisputed affirmed evidence that a mutual agreement to end tenancy signed and dated on November 30, 2018 was entered into to end the tenancy on January 31, 2019. The landlord stated that subsequently the tenant failed to vacate the premises and now seeks an order of possession. I accept the undisputed evidence of the landlord and find that the landlord has established a claim for an order of possession to be effective 2 days after upon the tenant being served.

### 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: February 25, 2019

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Residential Tenancy Branch