



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Beaucoop Investment Corp.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPM, FFL

Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act") for an order of possession based on a mutual agreement to end tenancy between the Landlord and the Tenant, and to recover the cost of his filing fee.

The Landlord and the Tenant appeared at the teleconference hearing and gave affirmed testimony. I explained the hearing process to the Parties and gave them an opportunity to ask questions about the hearing process. During the hearing the Tenant and the Landlord were given the opportunity to provide their evidence orally and respond to the testimony of the other Party. I reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch ("RTB") Rules of Procedure; however, only the evidence relevant to the issues and findings in this matter are described in this decision.

Neither Party raised any concerns regarding the service of the Application or the documentary evidence. Both Parties said they had received the Application and/or the documentary evidence from the other Party and had reviewed it prior to the hearing.

Preliminary and Procedural Matters

The Parties provided their email addresses at the outset of the hearing and confirmed their understanding that the decision would be emailed to both Parties.

Issue(s) to be Decided

- Is the Landlord entitled to an order of possession based on a mutual agreement by the Parties to end tenancy?
- Is the Landlord entitled to recovery of the Application filing fee?

Background and Evidence

The Parties agreed that the periodic tenancy began on April 7, 2013, with a monthly rent of \$575.00, due on the first day of each month. The Parties agreed that the Tenant paid the Landlord a security deposit of \$287.50 and no pet damage deposit for this tenancy.

In the Application, the Landlord said:

My tenant [R.M.] has let friends of hers live in her apartment while she was away. Now she has returned and the friends will not leave. The situation has turned hostile and the RCMP have been called. I need to end [R.'s] tenancy, receive an order of possession, then I can seek a court order to remove the friends by bailiff. The RTB advised me of this course of action.

The Tenant submitted a statement indicating that the occupants of her apartment have threatened her, they are smoking in the apartment, which she said she just painted, and they are making a mess of the rental unit. The Tenant said she wants her home back. The Parties agreed that they will sign a new tenancy agreement once the occupants have vacated the rental unit.

The Landlord submitted a copy of an "agreement to end tenancy at [rental unit address]. We, the undersigned, mutually agree to end the Tenancy of [R.M.] at [rental unit address] effective April 10, 2019." This agreement was signed by the Landlord and Tenant and dated April 8, 2019.

Analysis

Based on the documentary evidence and the testimony provided during the hearing, and on the balance of probabilities, I find the following.

Section 44(1) of the Act lists ways in which a tenancy ends. This includes by mutual agreement, as set out in section 44(1)(c):

44(1) A tenancy ends only if one or more of the following applies;

...

(c) the landlord and tenant agree in writing to end the tenancy.

Further, section 55(2)(d) of the Act states that a landlord may request an order of possession for a rental unit when the Landlord and Tenant have agreed in writing that the tenancy has ended.

In this case, I accept the undisputed, affirmed evidence of both Parties and find that a mutual agreement to end tenancy was entered into by both Parties on April 8, 2019. This is supported by the Parties affirmed testimony in the hearing. Both Parties confirmed their understanding of the mutual agreement and they confirmed their signatures.

Accordingly, the Landlord's Application for an order of possession is granted. As the effective vacancy date of the mutual agreement has now passed, I order that the Tenant comply with the order of possession within two days of receiving it, if she has not already done so.

Having been successful in his Application, I find that the Landlord is entitled to recovery of the \$100.00 Application filing fee.

Conclusion

Based on a mutual agreement to end the tenancy signed by both Parties on April 8, 2019, the Landlord is granted an Order of Possession effective **two days after service** of the Order on the Tenant.

This Order must be served on the Tenant as soon as possible. Should the Tenant fail to comply with the order, it may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

The Landlord is permitted to retain \$100.00 of the Tenant's security deposit in satisfaction of the recovery of the Application filing fee.

This decision is final and binding on the Parties, unless otherwise provided under the Act, and 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 4, 2019

Residential Tenancy Branch