



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding V7 PROPERTIES LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPM FFL

### 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; and
- authorization to recover the filing fee from the tenant pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. The corporate landlord was represented by its agent (the "landlord"). The tenant represented herself with assistance.

As both parties were present service of documents was confirmed. The parties testified that they were in receipt of the other's materials. Based on the testimonies I find that each party was served with the respective materials in accordance with sections 88 and 89 of the Act.

### Issue(s) to be Decided

Is the landlord entitled to an Order of Possession?

Is the landlord entitled to recover the filing fee from the tenant?

### Background and Evidence

This periodic tenancy has been ongoing for a number of years. The current monthly rent is \$600.00. The landlord has no record of a security deposit being paid by the tenant. The tenant believes that there is a security deposit of \$300.00.

The parties entered into a Mutual Agreement to End Tenancy on April 25, 2019 with an end of tenancy date of May 31, 2019. Both parties signed the Mutual Agreement. A copy was submitted into documentary evidence.

The tenant submits that they should not be held to the terms of the Mutual Agreement. The tenant said that they were pressured into signing based on the landlord's misrepresentation, they have been unable to find alternate accommodations and felt intimidated. The tenant submitted into evidence copies of correspondence between the parties.

### Analysis

The parties entered into a Mutual Agreement to End Tenancy on April 25, 2019. The Mutual Agreement is signed and dated by the parties, indicates the address of the rental unit and provides a date when the tenancy will end. The parties, furthermore, added an additional clause regarding the tenant's entitlement to payment from the landlord upon vacating the rental unit by the agreed upon date.

I find that the agreement of April 25, 2019 is a valid and enforceable agreement between the parties. I find the tenant's objections to the circumstances of entering into the agreement are not supported in evidence and have no merit. There is no evidence that the landlord made any misrepresentation or that the tenant was incapable of entering into an agreement. The documentary evidence shows that the tenant did not object to the agreement until the day before the end of tenancy date. I find the tenant's submissions to not be supported in evidence, have little credibility and have no merit.

I find that the parties entered into an enforceable agreement to end tenancy on April 25, 2019 and accordingly issue an Order of Possession in the landlord's favour. As the effective date of the Mutual Agreement has passed I issue an Order of Possession enforceable 2 days after service on the tenant.

As the landlord's application was successful the landlord is entitled to recover the \$100.00 filing fee. I issue a monetary award in the landlord's favour against the tenant in the amount of \$100.00.

### Conclusion

I grant an Order of Possession to the landlord effective **two days after service of this Order** on the tenant(s). Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

I issue a Monetary Order in the amount of \$100.00 in the landlord's favour against the tenant.

The landlord is provided with the Order in the above terms and the tenant must be served with this Order as soon as possible. Should the tenant fail to comply with the Order, the 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: July 30, 2019

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Residential Tenancy Branch