



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

OPM, FFL

Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for an Order of Possession and to recover the fee for filing this Application for Dispute Resolution.

The Advocate for the Landlord stated that on March 06, 2020 the Dispute Resolution Package was sent to the Tenant, via registered mail. The Landlord submitted Canada Post documentation that corroborates this statement. In the absence of evidence to the contrary I find that these documents have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*, however the Tenant did not appear at the hearing.

The Landlord stated that on March 10, 2020 he opened the unlocked door of the Tenant's trailer and left a copy of the Dispute Resolution Package on the floor.

As the Dispute Resolution package was served to the Tenant in accordance with section 89 of the *Act*, the hearing proceeded in the absence of the Tenant.

Issue(s) to be Decided

Is the Landlord entitled to an Order of Possession?

Background and Evidence

The Landlord stated that:

- He has been a tenant at this address for many years;

- He allowed the Respondent (Tenant) to park his trailer on the property for a short period of time;
- Many months ago, he and the Tenant signed a mutual agreement to end the tenancy on August 21, 2019; and
- The Tenant did not vacate the rental unit in accordance with that mutual agreement to end the tenancy.

The Advocate for the Landlord stated that a copy of the mutual agreement to end the tenancy was submitted to the Residential Tenancy Branch. He stated that this document was not served to the Tenant as evidence for these proceedings, although the Tenant was given a copy of it when it was signed.

The Landlord was advised that I could the mutual agreement to end the tenancy was not accepted as evidence for these proceedings, as it had not been served to the Tenant.

The Landlord opted to withdraw this Application for Dispute Resolution, given that I could not view the mutual agreement to end the tenancy that is the subject of these proceedings.

Analysis

I find that the Application for Dispute Resolution has been withdrawn.

Conclusion

The Application for Dispute Resolution has been withdrawn. The Landlord retains the right to file another Application for Dispute Resolution for any issue in dispute at these proceedings.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Act*.

Dated: April 30, 2020