



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Geri Partnership
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes **OPM, OPE, 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 for this application 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 agents. Agent SA primarily spoke on behalf of the landlord (the "landlord"). The tenant represented themselves with the assistance of an interpreter.

As both parties were present service was confirmed. The tenant testified that they were served with the landlord's application and evidence and they had not provided any evidence. Based on the testimonies I find the tenant was duly served with the 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

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 arguments are reproduced here. The principal aspects of the claim and my findings around each are set out below.

The parties agree on the following facts. This tenancy began in September, 2000. The parties entered into a Mutual Agreement on January 28, 2020 to end the tenancy on March 31, 2020. The Mutual Agreement provides that the tenant had the option of extending the tenancy for one additional month to April 30, 2020 provided they pay rent in the amount of \$1,000.00 for that final month.

Despite having signed and entered the Mutual Agreement the tenant failed to vacate the premises by March 31, 2020 and did not pay rent for April 30, 2020 or any month thereafter. The tenant continues to occupy the rental unit and has paid no rent since March, 2020.

Analysis

I accept the undisputed evidence of the parties that there was a Mutual Agreement between the parties to end the tenancy on March 31, 2020. I find that the copy of the agreement submitted into evidence clearly identifies the rental suite, the date that the tenancy would end and is signed by both parties indicating their understanding and acceptance of the terms. I accept the evidence that despite agreeing to end the tenancy on that date the tenant continues to occupy the rental suite without authorization.

I find that there is an enforceable agreement entered by the parties to end the tenancy on March 31, 2020. Both parties testified that they understood and agreed to the terms when entering the agreement. While the tenant gave some testimony about their personal circumstances that have prevented them from vacating the rental unit, I find these excuses to be irrelevant to the terms of the agreement between the parties. I find that there is an enforceable agreement to end the tenancy and that the tenant has failed to vacate the rental unit in accordance with the agreement. Under these circumstances I find that the landlord is entitled to an Order of Possession. As the date of the end of the tenancy has passed I issue an Order enforceable 2 days after service.

As the landlord was successful in their application they are entitled to recover the filing fee from the tenant. Accordingly, I issue a monetary order in the landlord's favour in the amount of \$100.00.

Conclusion

I grant an Order of Possession to the landlord effective **2 days after service on the tenant**. Should the tenant or any occupant on the premises 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 landlord's favour in the amount of \$100.00. The tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, this 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: August 24, 2020

Residential Tenancy Branch