



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes:**

OPC, OFL, 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 for Cause, an Order of Possession because the tenancy agreement is frustrated, and to recover the fee for filing this Application for Dispute Resolution. It is readily apparent from information provided on the Application for Dispute Resolution, that the Landlord is applying for an Order of Possession because the tenancy has ended, the Tenant has vacated the property, and other people remain in the rental unit. As this information is readily apparent, I will determine whether the Landlord is entitled to an Order of Possession for these reasons.

The Landlord stated that on July 25, 2020 the Dispute Resolution Package and the evidence the Landlord submitted to the Residential Tenancy Branch were sent to the Tenant, via registered mail, at the service address noted on the Application. The Landlord submitted Canada Post documentation that corroborates this statement. The Landlord stated that the Tenant provided him with the service address, via telephone, sometime in July of 2020.

In the absence of evidence to the contrary I find that the aforementioned documents have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*. As the documents have been properly served to the Tenant, the hearing proceeded in the absence of the Tenant and the evidence was accepted as evidence for these proceedings.

The Landlord was given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. The Landlord affirmed that he would provide the truth, the whole truth, and nothing but the truth at these proceedings.

### Issue(s) to be Decided

Is the Landlord entitled to an Order of Possession?

### Background and Evidence

The Landlord stated that:

- He and the Tenant entered into a written tenancy agreement, a copy of which was submitted in evidence;
- The tenancy agreement was for a fixed term, the fixed of which began on July 30, 2019 and ended on July 31, 2020;
- Sometime in June or July of 2020 he learned that the Tenant had vacated the rental unit;
- On June 20, 2020 he and the Tenant signed a mutual agreement to end the tenancy on August 01, 2020, a copy of which was submitted in evidence;
- He understands the Tenant allowed other people to reside in the rental unit with the Tenant;
- He believes the unit is currently being occupied by 5 or 6 people, whom he does not know;
- He has never entered into a verbal or written tenancy agreement with any of the people currently occupying the rental unit; and
- He has never collected rent from any of the people currently occupying the rental unit.

### Analysis

On the basis of the undisputed evidence, I find that the Landlord and the Tenant entered into a tenancy agreement for the rental unit; that the Tenant has vacated the rental unit; and that none of the people currently occupying the rental unit have entered into a tenancy agreement with the Landlord.

On the basis of the undisputed evidence, I find the Landlord and the Tenant agreed, in writing, to end the tenancy on August 01, 2020. I therefore find that this tenancy ended on August 01, 2020, pursuant to section 44(1)(c) of the *Act*.

As this tenancy has ended and the Landlord has not entered into a tenancy agreement with any of the people currently occupying the rental unit, I find that the Landlord is entitled to an Order of Possession.

I find that the Landlord's Application for Dispute Resolution has merit and that the Landlord is entitled to recover the fee for filing this Application for Dispute Resolution.

### Conclusion

The Landlord has established a monetary claim, in the amount of \$100.00, in compensation for the fee paid to file this Application for Dispute Resolution and I grant the Landlord a monetary Order for \$100.00. In the event the Tenant does not voluntarily comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

I grant the Landlord an Order of Possession that is effective two days after this Order is served upon the Tenant. This Order may be served on the Tenant, filed with 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 *Act*.

Dated: August 17, 2020

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Residential Tenancy Branch