



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPM

Introduction

This hearing dealt with the landlord's application pursuant to section 55 of the *Residential Tenancy Act* (the *Act*) for an end to this tenancy and an Order of Possession on the basis of the Mutual Agreement to End Tenancy the landlord and the tenant signed on September 1, 2020.

The tenant did not attend this hearing, although I left the teleconference hearing connection open until 11:14 a.m. in order to enable the tenant to call into this teleconference hearing scheduled for 11:00 a.m. The landlord attended the hearing and was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. During the hearing, I also confirmed from the teleconference system that the landlord and I were the only ones who had called into this teleconference.

The landlord provided undisputed sworn testimony and written evidence that they sent the tenant a copy of the dispute resolution hearing package by registered mail on September 11, 2020. They provided a copy of the Canada Post Customer Receipt and Tracking Number to confirm this registered mailing. They also testified that they also handed the tenant a copy of the dispute resolution hearing package on September 11, 2020. On this basis, I find that the tenant was served with this package in accordance with section 89 of the *Act*.

Issues(s) to be Decided

Is the landlord entitled to an Order of Possession based on the Mutual Agreement to End Tenancy entered into between the parties?

Background and Evidence

The parties signed a month-to-month Residential Tenancy Agreement on December 15, 2019 enabling the tenant to move into this rental unit on January 1, 2020. Monthly rent is set at \$800.00, payable in advance on the first of each month. The landlord testified that the tenant has not paid rent since March 2020.

The Mutual Agreement to End Tenancy entered into written evidence, a copy of which was provided to the tenant, committed the tenant to vacating the rental unit by September 4, 2020. The landlord said that the tenant remains in the rental unit and has not surrendered vacant possession of the rental unit to the landlord.

Analysis

Paragraph 55(2)(d) of the *Act* reads in part as follows:

(2)A landlord may request an order of possession of a rental unit in any of the following circumstances by making an application for dispute resolution:...

d) the landlord and tenant have agreed in writing that the tenancy is ended.

As there is undisputed evidence before me that the parties have signed a Mutual Agreement to End Tenancy and that the tenant has failed to abide by the terms of that Agreement, I allow the landlord's application to end this tenancy. I issue an Order of Possession to that effect.

Conclusion

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

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: October 23, 2020

Residential Tenancy Branch