



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPM, MNDCL, 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;
- a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67;
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

Both parties attended the hearing via conference call and provided affirmed testimony. Both parties confirmed the landlord served the tenant with the notice of hearing package and the submitted documentary evidence in person on January 12, 2021. The tenant confirmed that no documentary evidence was submitted by her. Neither party raised any service issues.

I accept the undisputed affirmed evidence of both parties and find that both parties have been sufficiently served as per sections 88 and 89 of the Act.

At the outset, the landlord's application was clarified. The landlord confirmed that besides seeking an order of possession, the landlord seeks monetary compensation of the loss of rent totalling, \$2,500.00. The landlord confirmed that this amount was based on an approximation of rental loss of \$600.00 per month for one of the basement rooms for 4 months (January, February, March and April 2021). The landlord clarified that he rents two rooms out in the basement for which the tenant occupies one. The landlord stated that a previous tenant of the other room vacated due to the actions of the tenant. The landlord stated that he has not attempted to re-rent the other room due to these complaints by the other previous tenant. The landlord's monetary claim is dismissed

with leave to reapply. Leave to reapply is not an extension of any applicable limitation period. The landlord was notified that he cannot suffer a loss of rental income if he has not attempted to re-rent the room. I also note that the landlord has not provided any details regarding this claim in the application for dispute.

The hearing shall proceed on the remaining two issues.

Issue(s) to be Decided

Is the landlord entitled to an order of possession?
Is the landlord entitled to recovery of the filing fee?

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 / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

This tenancy began on December 17, 2013 on a month-to-month basis as per a signed tenancy agreement. The monthly rent was \$475.00 payable on the 1st day of each month.

The landlord seeks an order of possession as a result of a mutual agreement to end tenancy dated November 7, 2020.

The landlord stated that a mutual agreement to end the tenancy, RTB-8 form was completed by both parties on November 8, 2020 agreeing to end the tenancy on December 31, 2020. The tenant confirmed her signature on the agreement stating that the landlord has been very accommodating in allowing her to reside at the rental unit despite signing the agreement. The tenant stated that despite her best efforts she has been unsuccessful in locating a new tenancy.

Analysis

Section 55 (2) (d) of the Act states in part that a landlord is entitled to an order of possession if the landlord and tenant have agreed in writing that the tenancy is ended.

In this case, both parties confirmed that a mutual agreement to end the tenancy was entered into by both parties as shown by the completed mutual agreement to end tenancy, RTB-8 form dated November 8, 2020. The tenant's sole reason for not

complying is that she has been unable to locate a new tenancy. On this basis, the landlord has provided sufficient evidence to satisfy me that he is entitled to an order of possession to be effective 2 days after service upon her as the effective end of tenancy date has now passed.

The landlord having been successful is also entitled to recovery of the \$100.00 filing fee.

Conclusion

The landlord is granted an order of possession.

The landlord is granted a monetary order for \$100.00.

These orders must be served upon the tenant. Should the tenant fail to comply with these orders, the orders may be filed in the Supreme Court of British Columbia and the Small Claims Division of the Provincial 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: April 09, 2021

Residential Tenancy Branch