



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPM, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord filed under the Residential Tenancy Act on April 29, 2021, for an order of possession based on a mutual agreement to end the tenancy and to recover the cost of the filing fee.

The landlord attended the hearing. As the tenant did not attend the hearing, service of the Notice of Dispute Resolution Hearing was considered.

The Residential Tenancy Branch Rules of Procedure states that the respondent must be served with a copy of the Application for Dispute Resolution and Notice of Hearing.

The landlord testified the Application for Dispute Resolution and Notice of Hearing were sent by registered mail sent on May 11, 2021, a Canada post tracking number was provided as evidence of service.

Section 90 of the Act determines that a document served in this manner is deemed to have been served five days later. I find that the tenant has been duly served in accordance with the Act.

### Preliminary Issue

The landlord's application for dispute resolution is related to a mutual agreement to end the tenancy. However, the only evidence filed in evidence was a One Month Notice to End Tenancy for Cause, issued on November 22, 2020, which is not the issue before me.

There is no details in the dispute raising the issue of the One Month Notice to End Tenancy for Cause. The details say the tenant mutually agreed to leave March 31, 2021.

The landlord indicated at the hearing that there must have been an administrative error by their staff, when filing their application. The landlord stated that they allowed the tenant to stay longer because of Covid; however, the tenant agreed to leave at the end of March 2021. The landlord could not find a copy of a mutual agreement in their file at the time of the hearing.

In this case, I find it would be inappropriate and prejudicial to the tenant to amend the landlord's application for dispute resolution as there are no details in the application that relate to a One Month Notice to End Tenancy for Cause, issued in November 2020.

As this was an administrative error on the landlord's staff. I dismiss the landlord's application with leave to reapply. Should they find the mutual agreement to end the tenancy.

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: June 08, 2021

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Residential Tenancy Branch