



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 1150715 BC Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPM, FFL

Introduction

The landlord filed an Application for Dispute Resolution (the “Application”) on May 23, 2021 seeking an order of possession of the rental unit. Additionally, the landlord is seeking an order to recover the filing fee for the Application. The matter proceeded by way of a hearing pursuant to s. 74(2) of the *Residential Tenancy Act* (the “Act”) on July 2, 2021. In the conference call hearing I explained the process and provided the attending party the opportunity to ask questions.

The landlord confirmed service of the notice for this hearing to the tenant on June 8, 2021 by sending it registered mail. The landlord stated they provided the evidence they presented in this hearing. The tenant present in the hearing confirmed the same.

Issues to be Decided

Is the landlord entitled to an Order of Possession for a mutual agreement to end a tenancy pursuant to s. 55 of the *Act*?

Is the landlord entitled to recover the filing fee for this Application pursuant to s. 72 of the *Act*?

Background and Evidence

The landlord applied for an order of possession pursuant to the ‘Mutual Agreement to End a Tenancy’ they signed jointly with the tenant. They present this document with the fixed tenancy end date of July 31, 2021 at 13:00 hours. The document itself specifies that both parties “agree the tenancy will end with no further obligation between landlord(s) or tenant(s)”. The agreement itself contains the provision that the *Act* applies.

The landlord presented a copy of the tenancy agreement that provides details on the existing tenancy agreement. This shows the tenancy started on March 1, 2020, and then extended on February 28, 2021 on a month-to-month basis. The rent amount was \$1,200, and the

agreement itself shows that the tenant paid a pet deposit of \$600. The tenant maintained they paid this deposit in cash; however, the landlord presented they had no accounting record of this.

The landlord seeks an order of possession in order to secure their possession over the property in line with this Mutual Agreement to End Tenancy.

Analysis

The *Act* s. 44(c) allows a landlord and tenant to end a tenancy by making an agreement in writing. In line with this, s. 55(2)(d) provides that a landlord may request an order of possession where the landlord and tenant have agreed in writing that the tenancy is ended.

Neither party in the hearing took issue with the completed agreement. The date for the tenant to vacate was July 31, 2021. Based on this document that bears both parties' signatures as proof of the fact that the tenancy will end on mutual agreement, I grant an order of possession to the landlord.

As the Application in this matter was not contentious and concerns a mutual agreement, I find the landlord is not entitled to the \$100.00 filing fee paid for this application.

Conclusion

I grant an Order of Possession to the landlord effective July 31, 2021 at 13:00 hours.

Should the tenant fail to comply with this Order, the landlord may file this Order with the Supreme Court of British Columbia, where it may be 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 s. 9.1(1) of the *Act*.

Dated: July 02, 2021

Residential Tenancy Branch