



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding 1188167 BC Ltd  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      **OPN, FFL**

### Introduction

This hearing dealt with an application by the landlord under the *Residential Tenancy Act* (the *Act*) for the following:

- An Order of Possession under a Mutual Agreement to End Tenancy pursuant to section 55;
- Authorization to recover the filing fee for this application pursuant to section 72.

The landlord attended the hearing by the agents JG and AG “the landlord”).

### *Attendance of Tenant*

The tenant did not attend the hearing. I kept the teleconference line open from the scheduled time for the hearing for an additional 13 minutes to allow the tenant the opportunity to call. The teleconference system indicated only the landlord and I had called into the hearing. I confirmed the correct call-in number and participant code for the tenant was provided.

## Service

The landlord provided affirmed testimony that they served the tenant with the Notice of Hearing and Application for Dispute Resolution. The landlord testified they sent the documents by registered mail to the tenant on July 16, 2021 which are deemed received under the Act 5 days later, that is, on July 21, 2021.

The landlord provided the Canada Post Tracking Number and copies of receipts in support of service. Further to the landlord's testimony and supporting documents, I find the landlord served the tenant with the with the Notice of Reconvened Hearing, the interim Decision, and all other required documents on July 21, 2021 pursuant to sections 89 and 90.

## Issue(s) to be Decided

Is the landlord entitled to the relief requested?

## Background and Evidence

The landlord provided uncontradicted affirmed testimony as the tenant did not appear at the hearing.

The landlord submitted a copy of the tenancy agreement and summarized the background of the tenancy between the landlord and the tenant:

INFORMATION	DETAILS
Type of tenancy	Monthly
Date of beginning	Dec 1, 2019
Date of ending	Ongoing

Monthly rent payable on 1 <sup>st</sup>	\$1,250.00
Security deposit	\$625.00
Pet deposit	0
Date of landlord Application	Jun 24, 2021

The tenant has not provided written authorization to the landlord to apply the deposit to any award.

The landlord testified there are no arrears of rent. Rent for the month of October 2021 was accepted for use and occupancy only.

The landlord testified that the parties signed a Mutual Agreement to End Tenancy ("Mutual Agreement") on June 28, 2021 which is in the standard RTB form; the landlord submitted a copy as evidence. In the Mutual Agreement, the parties agreed the tenancy would end on September 30, 2021 and the tenant would vacate the unit that day.

The landlord testified that the tenant has not vacated the unit.

The landlord requested an Order of Possession effective two days after service.

### Analysis

I have reviewed all documentary evidence and testimony.

I find the parties entered into a Mutual Agreement to End Tenancy requiring the tenants to vacate the unit on September 30, 2021.

Further to section 55(2)(d), I find the landlord and tenant have agreed in writing that the tenancy is ended. I accept the uncontradicted evidence of the landlord and find the tenant has not vacated the unit.

I accordingly find that the landlord is entitled to an Order of Possession of the rental unit.

I also award the landlord reimbursement of the filing fee of \$100.00 pursuant to section 72 which the landlord may deduct from the security deposit.

### Conclusion

I grant the landlord an Order of Possession effective two days after service on the tenant.

This Order must be served on the tenant. If the tenant fails to comply with this Order the landlord may file the Order in the Courts of the Province of British Columbia to be enforced.

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 22, 2021

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Residential Tenancy Branch