



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding THE LOOKOUT EMERGENCY AID  
SOCIETY and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes**      **OPM, FFL**

### **Introduction**

This hearing was reconvened after the issuance of an interim decision dated May 19, 2022. The previous hearing was adjourned because the tenant had suffered a seizure earlier that day.

This reconvened hearing dealt with an application filed by the landlord pursuant the *Residential Tenancy Act* (the “Act”) for:

- An order of possession based on a signed mutual agreement to end the tenancy pursuant to section 55; and
- Authorization to recover the filing fee from the other party pursuant to section 72.

The tenant did not attend this hearing, although I left the teleconference hearing connection open throughout the hearing which commenced at 1:30 p.m. and ended at 1:47 p.m. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. The tenant’s social worker called into the hearing at 1:33 p.m., however stated she was not acting as the tenant’s agent. She called in to discover the outcome of the hearing and to assist the tenant in making housing arrangements should the tenancy end. The social worker advised that she received the Notice of Reconvened Hearing from the Residential Tenancy Branch and that she had not spoken to the tenant today as the tenant was not in the building.

The landlord was represented at the hearing by property managers KW and JK. The landlords testified that they had spoken to the tenant earlier today, confirmed he was aware of the hearing, and reminded him to call in. Based on the landlord’s testimony, I am satisfied the tenant was aware of the reconvened hearing and I proceeded in the absence of the tenant in accordance with Rule 7.3 of the Residential Tenancy Branch Rules of Procedure.

Issue(s) to be Decided

Should the mutual agreement to end tenancy be upheld or cancelled?

Is the landlord entitled to recover the filing fee?

Background and Evidence

A copy of the tenancy agreement was provided as evidence. Rent is currently set at \$500.00 per month and the landlord collected a security deposit of \$250.00 at the commencement of the tenancy.

The landlord gave the following testimony. The tenant has been living in building for the past 6 years. The landlord has been trying to assist the tenant in finding a more appropriate housing and the tenant agreed he should move on to different housing. The tenant has signed a total of three different mutual agreements to end tenancy in the past 6 years. The one before me as evidence is the third mutual agreement to end the tenancy.

The landlord's representative KW testified that she signed the mutual agreements to end tenancy with the tenant on November 29, 2021. She witnessed the tenant signing the document and that to the best of her understanding, knowledge and belief, the tenant fully understood what he was signing.

The landlord asked that if they were successful in obtaining an Order of Possession, that the effective date be June 30, 2022 so that the tenant's social worker can assist in finding alternative housing.

Analysis

Section 55(2)(d) states:

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.

Based on the undisputed testimony of the landlord and the evidence before me, I am satisfied the tenant understood the nature of the document he signed. Consequently, the mutual agreements to end tenancy is upheld. I order that the landlord is entitled to an Order of Possession. Based on the request of the landlord, I grant the landlord an Order of Possession effective June 30, 2022, at 1:00 p.m.

As the landlord's application was successful, the landlord is also entitled to recovery of the \$100.00 filing fee for the cost of this application. In accordance with the offsetting

provisions of section 72 of the Act, I order the landlord to retain \$100.00 of the tenant's security deposit in satisfaction of the monetary award.

Conclusion

I grant an Order of Possession to the landlord effective **June 30, 2022, at 1:00 p.m.**

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: May 26, 2022

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Residential Tenancy Branch