



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding 353178 BC LTD  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes:** OPM

### **Introduction**

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("the *Act*") for an Order of Possession for a mutual agreement to end the tenancy, pursuant to section 55.

The tenant did not attend this hearing, although I left the teleconference hearing connection open until 9:40 a.m. in order to enable the tenant to call into this teleconference hearing scheduled for 9:30 a.m. The landlord's agents, CM and MT, attended the hearing and was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. During the hearing, I also confirmed from the online teleconference system that the landlord's agents and I were the only ones who had called into this teleconference.

The parties were clearly informed of the RTB Rules of Procedure Rule 6.11 which prohibits the parties from recording the dispute resolution hearing by the attending parties. The parties confirmed that they understood.

The landlord's agents testified that the tenant was sent a copy of the dispute resolution hearing package ('Application') and evidence by way of registered mail on March 11, 2022. The landlord provided the tracking information in their evidence. In accordance with sections 88, 89, and 90 of the *Act*, I find that the tenant deemed served with the Application and evidence on March 16, 2022, five days after mailing. The tenant did not submit any written evidence for this hearing.

### **Issue(s) to be Decided**

Is the landlord entitled to an Order of Possession pursuant to section 55 of the *Act*?

### **Background and Evidence**

This month-to-month tenancy began on October 1, 2007 with monthly rent currently set at \$1,098.00, payable on the first of the month. The landlord holds a security deposit of \$367.50.

The landlord is requesting an Order of Possession as both parties signed a Mutual Agreement to End Tenancy on October 18, 2021 with an effective date of February 1, 2022. The two parties later amended the date to February 28, 2022. The landlord submitted a copy of the Mutual Agreement in their evidentiary materials. The landlord testified that the tenant has not moved out. The landlord also provided a copy of written notice sent to the tenant that they were overholding, and that as of March 1, 2022, any rent owed and paid is for use and occupancy only.

### **Analysis**

The landlord's agents provided undisputed testimony at this hearing as the tenant did not attend. I find the Mutual Agreement to End a Tenancy submitted in the landlord's evidentiary materials to be valid as it is signed by both parties. I accept the agents' testimony that both parties had mutually agreed to end this tenancy on February 28, 2022 in accordance with section 44(1)(c) of the *Act*. As the tenant has not moved out by the effective date of the Mutual Agreement, I find that the landlord is entitled to a 2 day Order of Possession.

### **Conclusion**

I grant an Order of Possession to the landlord effective **two (2) days after service on the tenant**. Should the tenant or anyone on the premises fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme 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: June 20, 2022

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Residential Tenancy Branch