



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

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 tenants did not attend this hearing, although I left the teleconference hearing connection open until 11:10 a.m. in order to enable the tenants to call into this teleconference hearing scheduled for 11:00 a.m. The landlord's agents, DG and SG, 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 landlord's agents clearly informed of the RTB Rules of Procedure Rule 6.11 which prohibits the recording of a dispute resolution hearing by the attending parties. The landlord's agents confirmed that they understood.

The landlord's agents testified that the tenants were personally served with the landlord's package ('Application'), and landlord's evidence package on June 17, 2022. In accordance with sections 88 and 90 of the *Act*, I find that the tenants duly served with the landlord's Application and evidence. The tenants 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

The landlord's agents provided the following, sworn testimony during the hearing. This fixed-term tenancy began on February 3, 2022, with monthly rent set at \$984.00, payable on the first of the month. No security deposit was collected for this tenancy.

The landlord provided a copy of a Mutual Agreement signed by both parties on February 3, 2022 for an effective date of April 30, 2022. The landlord's agents testified that the tenants have not moved out. The landlord provided a copy of the tenancy agreement as well as the Mutual Agreement to End A Tenancy in their evidentiary materials. The landlord is requesting an Order of Possession.

Analysis

The landlord's agents provided undisputed testimony at this hearing, as the tenants 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 April 30, 2022, as per section 44(1)(c) of the *Act*. As the tenants have 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: July 04, 2022

Residential Tenancy Branch