



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPM, FFL

### Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act"), for an Order of Possession following a Mutual Agreement to End Tenancy; and to recover the \$100.00 cost of her Application filing fee.

The Landlord appeared at the teleconference hearing and gave affirmed testimony. No one attended on behalf of the Tenant. The teleconference phone line remained open for over 25 minutes and was monitored throughout this time. The only person to call into the hearing was the Landlord, who indicated that she was ready to proceed. I confirmed that the teleconference codes provided to the Parties were correct and that the only person on the call, besides me, was the Landlord.

The Landlord and an agent for the Landlord, J.J. ("Agent"), appeared at the teleconference hearing and gave affirmed testimony. No one attended on behalf of the Tenant. I explained the hearing process to the Landlord and gave her an opportunity to ask questions about it. During the hearing the Landlord was given the opportunity to provide her evidence orally and to respond to my questions. I reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch ("RTB") Rules of Procedure ("Rules"); however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

As the Tenant did not attend the hearing, I considered service of the Notice of Dispute Resolution Hearing. Section 59 of the Act and Rule 3.1 state that each respondent must be served with a copy of the Application for Dispute Resolution and Notice of Hearing. The Landlord testified that she served the Tenant with the Notice of Hearing documents in person on March 26, 2022. The Landlord said that her son, the Agent, was with her when she served the Tenant, which service the son confirmed in the hearing. The Landlord said that she had a document for the Tenant to sign acknowledging receipt of the Notice of Hearing documents and evidence; however, the Landlord said that the Tenant refused to sign this document. Still, I find that the Tenant was served with the

Notice of Hearing documents and the Landlord's evidence in accordance with the Act. I, therefore, admitted the Application and evidentiary documents, and I continued to hear from the Landlord in the absence of the Tenant.

### Preliminary and Procedural Matters

The Landlord provided her email address in the Application, and in the hearing, she said she does not think the Tenant has an email address. As such, I confirmed that we will email a copy of the Decision to the Landlord, and mail a copy to the Tenant at the rental unit mailing address. Any Orders will be sent the appropriate Party in this manner.

### Issue(s) to be Decided

- Is the Landlord entitled to an order of possession?
- Is the Landlord entitled to recovery of her \$100.00 Application filing fee?

### Background and Evidence

The Landlord advised that the tenancy began in 2002, as she said that the Tenant has lived in the Tenant's manufactured home for the entire time the Landlord has owned the property. The Landlord confirmed that the Tenant bought the manufactured home from the previous owner, the person who sold the property to the Landlord. The Landlord said the Tenant pays her a monthly pad fee of \$250.00, due on the first day of each month. The Landlord confirmed that the Tenant did not pay her a security, nor pet damage deposit. The also Landlord confirmed that her land is not a Manufactured Home Park, and only that she has been renting space on her property for the Tenant to live in her manufactured home.

In the hearing, the Landlord said that she and the Tenant signed a Mutual Agreement to End the Tenancy dated March 10, 2021. The Landlord submitted a copy of this Agreement into evidence, and it indicated that the Tenant would move out of the property by March 31, 2022. However, the Landlord said that the Tenant has not moved, although she has told the Landlord that she is moving as of July 31, 2022.

The Landlord said that the Tenant has refused to move her manufactured home off the property. I recommended the Landlord contact a lawyer to advise her of the best approach to dealing with this aspect of the tenancy. The Landlord is also encouraged to contact the RTB and speak with an information officer if any other questions arise in the end of this tenancy.

### Analysis

Based on the documentary evidence and the testimony provided during the hearing, and on a balance of probabilities, I find the following.

Section 44 (1) (c) of the Act sets out that tenancy may end, if the Parties agree in writing to end the tenancy. I find that the Parties agreed in writing to end the tenancy on March 31, 2022, but that the Tenant has not complied with this Agreement. As such, I find that the Landlord is eligible for an order of possession of the property effective two days after service of this Order on the Tenant.

**Pursuant to section 55** of the Act, I award the Landlord with an Order of Possession of the land on which the Tenant's manufactured home sits. This Order must be served on the Tenant by the Landlord and may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

Given the Landlord's success in her Application, I also award her with recovery of the **\$100.00** Application filing fee, pursuant to section 72 of the Act. I grant the Landlord a **Monetary Order** of **\$100.00** against the Tenant for recovery of the Application filing fee.

### Conclusion

The Landlord is successful in her claim for an order of possession, pursuant to the Parties having signed a Mutual Agreement to End the Tenancy. The Tenant did not attend the hearing to present any opposing evidence. The Landlord is also awarded recovery of her \$100.00 Application filing fee from the Tenant.

Pursuant to section 55 of the Act, I grant an **Order of Possession** to the Landlord effective **two days after service of this Order** on the Tenant. The Landlord is provided with this Order in the above terms and the Tenant must be served with this Order as soon as possible. Should the Tenant fail to comply with this Order, this Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

Pursuant to sections 72 and 67, I grant the Landlord a **Monetary Order** of **\$100.00** for recovery of the Application filing fee from the Tenant.

This Decision is final and binding on the Parties, unless otherwise provided under the Act, and 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 05, 2022

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Residential Tenancy Branch